



Regular City Commission Meeting Agenda

150 NE 2nd Avenue | Deerfield Beach, FL, 33441 | 954-480-4200

Mayor Bill Ganz

Vice Mayor Bernie Parness

District 1 Commissioner Michael Hudak

District 2 Commissioner Ben Preston

District 4 Commissioner Todd Drosky

**Tuesday
May 2, 2023
7:00 PM**

CALL TO ORDER & ROLL CALL

MOMENT OF SILENCE AND PLEDGE OF ALLEGIANCE

APPROVAL OF CITY COMMISSION MINUTES

Regular City Commission Meeting Minutes

ACKNOWLEDGEMENT OF CITY BOARD MINUTES

Cultural Committee Meeting Minutes

Attachment: December 19, 2022 , January 23, 2023, February 27, 2023

Code Compliance Meeting Minutes

Attachment: March 7, 2023

Hillsboro Inlet District Meeting Minutes

Attachment: March 27, 2023

APPROVAL OF THE AGENDA

May 2, 2023

ZOOM MEETING

Join Zoom Meeting by clicking the below link:

<https://deerfield-beach.zoom.us/j/84449370490?pwd=LzdCS2d2YzA0VmE3SEExSFNLRy9sUT09>

Join Zoom Meeting via telephone by dialing:

Call-in Number: (301) 715-8592

Meeting ID: 844 4937 0490#

Participant ID: #

Passcode: 565159#

For complete instructions on joining and/or participating during Public Comment, please click the following link or attend in person in the City Commission Chambers:

Attachment: Zoom Instructions

AWARDS & RECOGNITION

1. Certificates of Recognition presented to the City of Deerfield Beach Teachers of the Year.

Sponsor: Department of Community Services

PUBLIC COMMENT

Persons addressing the Commission shall state his/her name and address and may speak for three (3) minutes unless extended for one (1) additional minute by the Mayor. All remarks made by the public at a Commission meeting on an agenda item shall be addressed to the Commission as a body and limited to the subject matter before the Commission at that particular time. No comments shall be made related to the personal life or personal qualities of any person and no language which would offend persons of ordinary sensibilities shall be permitted. The public shall be given an opportunity to speak on any substantive agenda item, subject to the aforementioned restrictions, prior to a vote on the matter by the City Commission. The Commission shall determine the appropriate time, prior to the vote, for the public to speak. For consent agenda items, the public shall be given an opportunity to speak prior to the approval of the consent agenda. The Commission may, by majority vote, determine that public input on an agenda item be tabled to a future meeting so long as the vote on the agenda item take place at the future meeting and that the public input take place prior to the Commission making any decision.

CONSENT - BOARD APPOINTMENTS

- 2. Resolution 2023/ - A Resolution of the City Commission of the City of Deerfield Beach, Florida, reappointing Sacha Ramon as a regular member and appointing Aristotle Ginarte as an alternate member to the Marine Advisory Board; providing for an effective date.**

Suggested Action: Commission to vote on Resolution

Voting Requirement: Adoption requires a 3/5 vote of the City Commission

Sponsor: Commissioner Michael Hudak

Attachment: MAB Appointments

- 3. Resolution 2023/ - A Resolution of the City Commission of the City of Deerfield Beach, Florida, reappointing Michael Lubin and appointing Angeline Isen as regular members to the Education Advisory Board; and providing for an effective date.**

Suggested Action: Commission to vote on Resolution

Voting Requirement: Adoption requires a 3/5 vote of the City Commission

Sponsor: Commissioner Michael Hudak & Commissioner Ben Preston

Attachment: EAB Appointments

CONSENT - AGREEMENTS & EXPENDITURE REQUESTS

- 4. Resolution 2023/ - A Resolution of the City Commission of the City of Deerfield Beach, Florida, approving the Second Amendment to the Agreement with Robert Half International, Inc. for temporary staffing, direct-hire, and other employer services to increase the not to exceed amount from \$500,000.00 to \$675,000.00; providing for execution, conflicts, and an effective date. (*Funds from Account #001-0600-513-32-99 - Other Contractual Services, #001-0635-513-32-99 - Other Contractual Services, & #001-1400-513-32-99 - Other Contractual Services*)**

Suggested Action: Commission to vote on Resolution

Voting Requirement: Adoption requires a 3/5 vote of the City Commission

Sponsor: Department of Financial Services

Attachment: Robert Half International, Inc.

- 5. Resolution 2023/ - A Resolution of the City Commission of the City of Deerfield Beach,**

Florida, approving a Professional Services Agreement with Government & ERP Implementation Services, LLC to provide project management and implementation consulting services related to the Tyler Suite Enterprise Resource Planning Project for a one-year term, with two additional one year renewal options; authorizing execution of the Agreement in an annual amount not to exceed \$150,000.00; providing for an effective date. (Funds from Account #399-0600-513-64-10 - Capital Project-Finance/Machinery)

Suggested Action: Commission to vote on Resolution

Voting Requirement: Adoption requires a 3/5 vote of the City Commission

Sponsor: Office of the City Manager

Attachment: Government & ERP Implementation Services, LLC

- 6. Resolution 2023/ - A Resolution of the City Commission of the City of Deerfield Beach, Florida, approving the ranking and award of Request for Qualifications #23-05-BA for the creation of a public safety master plan to the top ranked proposer, Architects Design Group/ADG, Inc.; authorizing the City Manager to negotiate an agreement with Architects Design Group/ADG, Inc.; and providing for an effective date. (Funds from Account #399-3000-521-61-04 - Capital Projects - Public Safety & Account #399-3000-522-61-04 - Capital Projects - Public Safety)**

Suggested Action: Commission to vote on Resolution

Voting Requirement: Adoption requires a 3/5 vote of the City Commission

Sponsor: Department of Public Safety

Attachment: Architects Design Group/ADG, Inc.

- 7. Resolution 2023/ - A Resolution of the City Commission of the City of Deerfield Beach, Florida, approving the Interlocal Agreement among the City, Broward County and Broward Municipalities for the establishment of the Solid Waste Disposal and Recyclable Materials Processing Authority of Broward County; providing for execution and an effective date. (Funds from Account #450-4551-534-32-99 - Other Contractual Services)**

Suggested Action: Commission to vote on Resolution

Voting Requirement: Adoption requires a 3/5 vote of the City Commission

Sponsor: Department of Sustainable Management

Attachment: Solid Waste Disposal and Recyclable Materials

DEPARTMENTAL BUSINESS

8. **ORDINANCE 2023/ - AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF DEERFIELD BEACH, FLORIDA, ADOPTING AN AMENDMENT TO THE CITY BUDGET FOR THE FISCAL YEAR ENDING SEPTEMBER 30, 2023; APPROVING SUPPLEMENTAL APPROPRIATIONS AND BUDGET TRANSFERS TO VARIOUS CITY FUNDS, AND REDUCING APPROPRIATIONS TO THE INSURANCE SERVICES FUND BY \$487,681, AS SET FORTH IN THE ATTACHED EXHIBIT "A"; APPROVING AMENDMENTS TO THE EMPLOYMENT POSITION TITLES AND GRADE SYSTEM, AND POSITION PAY RANGES, AS SET FORTH IN THE ATTACHED EXHIBITS "B" AND "C"; PROVIDING FOR CONFLICTS, SEVERABILITY AND AN EFFECTIVE DATE.**

Suggested Action: Commission to vote on Ordinance and set public hearing for May 16, 2023

Voting Requirement: Adoption requires a 3/5 vote of the City Commission

Sponsor: Department of Financial Services

Attachment: Budget Amendment

COMMENTS BY ADMINISTRATION & LEGAL

CITY COMMISSION BUSINESS

9. **ORDINANCE 2023/ - AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF DEERFIELD BEACH, FLORIDA, AMENDING CHAPTER 2 "ADMINISTRATION," ARTICLE II "BOARDS, COMMITTEES, COMMISSIONS," DIVISION 11, "YOUTH COUNCIL" OF THE CITY'S CODE OF ORDINANCES TO REVISE THE YOUTH COUNCIL COMPOSITION AND QUALIFICATIONS FOR MEMBERSHIP; PROVIDING FOR CONFLICTS, SEVERABILITY, CODIFICATION, AND AN EFFECTIVE DATE.**

Suggested Action: Commission to vote on Ordinance and set public hearing for May 16, 2023

Voting Requirement: Adoption requires a 3/5 vote of the City Commission

Sponsor: Commissioner Ben Preston

Attachment: Youth Council

COMMENTS BY MAYOR & CITY COMMISSION

ADJOURNMENT

FUTURE CITY COMMISSION MEETINGS

Regular City Commission Meeting - Tuesday, May 16, 2023

Any person wishing to appeal any decision made by the City Commission with respect to any matter considered at such meetings or hearings will need a record of the proceedings, and for such purposes may need to ensure that a verbatim record of the proceedings is made, which record includes the testimony and the evidence upon which the appeal is made. The above notice is required by State Law (F.S. 286.0105). Anyone desiring a verbatim transcript shall have the responsibility, at his/her own expense, to arrange for the presence of a certified court reporter at the hearing.



Meeting Minutes City Commission

Tuesday, April 4, 2023

7:00 PM

Commission Chambers

CALL TO ORDER AND ROLL CALL

The meeting was called to order on the above date by Mayor Bill Ganz at 7:00 p.m., in the City Commission Chambers, City Hall, Deerfield Beach.

Present:

Commissioner Todd Drosky - via Zoom
Commissioner Michael Hudak
Commissioner Ben Preston
Vice Mayor Bernie Parness
Mayor Bill Ganz

Also Present:

City Manager David Santucci
City Attorney Anthony Soroka
City Clerk Heather Montemayor

MOMENT OF SILENCE AND PLEDGE OF ALLEGIANCE

Mayor Ganz asked that everyone keep Deputy Shannon Bennett in their thoughts and prayers; thereafter, was a moment of silence, followed by the Pledge of Allegiance.

APPROVAL OF CITY COMMISSION MINUTES

Regular City Commission Meeting Minutes - March 28, 2023

MOTION was made by Commissioner Hudak, seconded by Vice Mayor Parness, to approve the meeting minutes as submitted. Voice Vote:

Yeas: 5 - Commissioner Drosky, Commissioner Hudak, Commissioner Preston, Vice Mayor Parness and Mayor Ganz

Nays: 0

ACKNOWLEDGEMENT OF CITY BOARD MINUTES

Hillsboro Inlet District Meeting Minutes - February 27, 2023

MOTION was made by Commissioner Hudak, seconded by Commissioner Parness, to acknowledge the board minutes. Voice Vote:

Yeas: 5 - Commissioner Drosky, Commissioner Hudak, Commissioner Preston, Vice Mayor Parness and Mayor Ganz

Nays: 0

APPROVAL OF CITY COMMISSION AGENDA

April 4, 2023

MOTION was made by Vice Mayor Parness, seconded by Commissioner Preston, to approve the agenda as amended. Voice Vote:

Yeas: 5 - Commissioner Drosky, Commissioner Hudak, Commissioner Preston, Vice Mayor Parness and Mayor Ganz

Nays: 0

AWARDS & RECOGNITION

1. Certificate of Recognition presented to Nayati Smith and Samantha Ryan for their participation in the City of Deerfield Beach Education Advisory Board Academic Scholarship Award.

Mayor Ganz presented certificates to Nayati Smith and Samantha Ryan, the recipients of the City of Deerfield Beach Education Advisory Board Academic Scholarship Awards.

2. Proclamation presented to HOPE, Inc. in recognition of National Fair Housing Month.

Mayor Ganz presented a proclamation to Jonathan Salas, Director of Community Services, in recognition of National Fair Housing Month.

QUASI-JUDICIAL PUBLIC HEARINGS

3. P.H. 2023-056: APPLICATION 21-RM25-109

Applicant: **FMO of Boca Raton LLC, represented by Dunay, Miskel & Backman, LLP**

Proposal: Major Site Plan application seeking approval to construct 4 new townhomes and associated site improvements, and seeking a variance from Section 98-61 to allow for a minimum twenty-foot (20') front yard in lieu of the required twenty-five-foot (25') front yard, on a 0.245-acre site.

Location: The property is generally described as OCEAN VUE 3-34 B LOT 35 BLK 107, more particularly described in the file, and located at 325 NE 20th Avenue.

Anthony Soroka, City Attorney, explained the quasi-judicial process and asked whether the applicant will proceed or waive.

Dwayne Dickerson, Dunay, Miskel & Backman, LLP, representing the applicant, waived the quasi-judicial proceedings. Thereafter, a brief PowerPoint presentation was displayed. The property is located on the NW corner of 20th Avenue and 3rd Street, is approximately 0.245 acres, has a future land use designation of residential high (25 dwelling units/acre), which matches the RM-25, and is currently developed with a single-story apartment building. The applicant is seeking major site plan approval to demolish the existing building and redevelop the property with four townhouses, which will be two-story and consist of three bedrooms per unit and an oversized garage. The applicant is also requesting a variance to allow for a twenty-foot front yard setback in lieu of the required twenty-five foot. Thereafter, the site plan was displayed. Mr. Dickerson said the property will be accessible from NE 20th Avenue and each vehicle will have turn access within their driveways, so they don't have to back out onto 20th Avenue. Further, the applicant is requesting the five-foot variance to allow for a 20-foot setback, whereas, the required 25-foot setback would cut through all four buildings. Thereafter, various elevations of the proposed property were displayed. Lastly, Mr. Dickerson said community outreach was done and the project was well received; however, the community did ask that there be enough vehicle accessibility and that a homeowner's association (HOA) be created, which the applicant agreed to.

Commissioner Hudak spoke in support of the project but expressed concerns with the property turning into short-term rentals and asked that the applicant clarify how the HOA will provide protection to the community.

Mr. Dickerson replied that there is no intention for these to turn into short-term rentals; nevertheless, there will be a uniform association to ensure rules and regulations are followed. Further, property owners will not be allowed to rent the properties out for less than six months, which will be outlined in the condo documents.

QUASI-JUDICIAL PUBLIC HEARINGS - CONTINUED

Heather Montemayor, City Clerk, advised that pursuant to Ordinance 2009/006, City of Deerfield Beach Code of Ethics, the applicant's representative, Dwayne Dickerson, made the following campaign contributions: Commissioner Michael Hudak - \$1,000 on February 7, 2019; Mayor Bill Ganz - \$1,000 on December 17, 2020; Vice Mayor Bernie Parness - \$1,000 on December 17, 2020; and Commissioner Todd Drosky - \$1,000 on December 17, 2020.

Commissioner Drosky suggested having unit owners, own the property for a certain amount of time before renting it out, i.e. two years. Further, he said this project meets the requirements for the variance; therefore, he supports it.

Mr. Dickerson said the applicant is open to adding language regarding unit owners owning the property for a certain amount of time prior to renting it out but expressed concerns with two years.

In response to Mayor Ganz's questions, Roy Weisman, 3073 NW 61st Street, Boca Raton, applicant, replied that the current economy is unsteady and market conditions are concerning; nevertheless, he is open to the idea, but does not agree with two years, but would agree to one, as it is more reasonable.

In response to Anthony Soroka's, City Attorney, question, Mr. Dickerson replied that the City is responsible for enforcing the Code, but rental requirements are not part of the Code; nevertheless, he would be willing to voluntarily proffer on behalf of his client to have a minimum rental period of six months and minimum ownership period of one year before renting the properties out.

Mayor Ganz spoke in support of the project and stated that the variance meets the requirements. Furthermore, he agreed that the minimum rental period of six months and minimum ownership period of one year is reasonable.

Mr. Dickerson advised that Dunay, Miskel & Backman, LLP, contributed \$1,000 to Commissioner Ben Preston's campaign.

Mayor Ganz opened the public hearing.

Katy Freitag, 418 SE 2nd Street, Deerfield Beach, said if five feet was taken off the property a variance would not be needed. Thereafter, she asked for clarification on the number of garages for each unit. Further, she said the property was purchased as is; therefore, the owner should build the development based on the land provided. Lastly, she stated that there is language within the backup, stating that these properties will be tourist accommodations.

Peggy Ross, 103 NE 19th Avenue, Deerfield Beach, stated that her condominium allows owners to rent after two years, and there is a three-month minimum and six-month maximum rental requirement; and although these rules and regulations are in place, there are still issues with short term rentals.

Michael Lubin, 16 Little Harbor Way, Deerfield Beach, asked if the rules and regulations can ever be changed, i.e. renting for less than six months. Further, he spoke in support of requiring ownership for two years, whereas, he does not foresee any issues with selling properties in the City. Lastly, he asked for the prices of the proposed townhouses.

Howard Haimowitz, 536 NE 20th Avenue, Deerfield Beach, spoke in opposition of the proposed property due to the density and the potential of them becoming short-term rentals.

Mayor Ganz closed the public hearing.

Mr. Soroka stated that the City cannot prohibit vacation rentals, nor limit the frequency; nevertheless, the developer voluntarily proffered to allow for a minimum rental of six months and one-year ownership before renting the property, which will be outlined in the development order. Further, he stated that HOA documents can change from time to time but generally must be consistent with the provisions outlined in the development order.

QUASI-JUDICIAL PUBLIC HEARINGS - CONTINUED

In response to Commissioner Preston's question, Mr. Dickerson replied that the trip generation analysis showed the project being below 500 daily trips; therefore, additional traffic studies weren't required.

MOTION was made by Vice Mayor Parness, seconded by Commissioner Hudak, to approve Item 3 as amended, adopted Resolution 2023/053. Roll Call:

Yeas: 5 - Commissioner Drosky, Commissioner Hudak, Commissioner Preston, Vice Mayor Parness and Mayor Ganz

Nays: 0

PUBLIC HEARING - FIRST READINGS

- 4. ORDINANCE 2023/ - AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF DEERFIELD BEACH, FLORIDA, REZONING APPROXIMATELY 2.968 GROSS ACRES LOCATED AT 641 NE 40TH STREET FROM INSTITUTIONAL AND EDUCATIONAL DISTRICT (I-1c) AND ONE-FAMILY DETACHED DWELLING DISTRICT (RS-4c) TO COMMUNITY FACILITIES DISTRICT (CF) (APPLICATION 20-CF-41); PROVIDING FOR SEVERABILITY, CONFLICTS, AND AN EFFECTIVE DATE.**

Ralph Tait, 11820 Miramar Parkway, Miramar, representing the applicant, provided a brief PowerPoint presentation. He explained that the applicant would like to rezone the property from I-1c and RS-4c, which is Broward County zoning, to CF, which falls under Deerfield Beach's Land Development Code. Thereafter, the survey was displayed. Currently, the site contains an existing sanctuary building, and a building to the east and north; however, once approval is received the building to the north will be demolished and the existing sanctuary will be renovated to function as a multipurpose area. Thereafter, the site plan was displayed.

Mayor Ganz spoke in support of the project, whereas, the current zoning limits what can be done and having it under the City's zoning is better for the City. Thereafter, he opened the public hearing; however, there was none to speak and the public hearing was closed.

MOTION was made by Commissioner Hudak, seconded by Vice Mayor Parness, to approve Item 4 on First Reading. Roll Call:

Yeas: 5 - Commissioner Drosky, Commissioner Hudak, Commissioner Preston, Vice Mayor Parness and Mayor Ganz

Nays: 0

- 5. ORDINANCE 2023/ - AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF DEERFIELD BEACH, FLORIDA, VACATING AND ABANDONING TWO (2) TWENTY-FOOT WIDE UTILITY EASEMENTS AND ONE FIFTEEN FOOT ROAD AND MAINTENANCE EASEMENT LOCATED IN THE VICINITY OF 414, 430, 454 & 480 N.E. 1ST AVENUE, 240 N.E. 5TH STREET, 412, 424, 430, 446, 450 & 458 N. RIVER DRIVE AND 409 N. RIVER AVENUE (VISTA CLARA); PROVIDING FOR CONFLICTS, SEVERABILITY AND AN EFFECTIVE DATE.**

David Santucci, City Manager, explained that these additional easements were discovered during the development process; nevertheless, this is just a cleanup item.

In response to Mayor Ganz's question, Anthony Soroka, City Attorney, replied that the City would need good reasoning to reject this application. Further, he said staff researched and found that there was no need for the City to retain these easements.

Mayor Ganz opened the public hearing.

Felicia Poitier, 140 NE 5th Street, Deerfield Beach, said signs are listed on the property, but notices were not mailed out for this item; therefore, she asked for clarification on the mailers.

PUBLIC HEARING - FIRST READINGS - CONTINUED

Mr. Soroka stated that mailers will go out to all property owners within 500 feet of the property when the item is heard on second reading.

Vice Mayor Parness temporarily left the meeting at 7:55 p.m. and returned at 7:59 p.m.

Joe Ziegler, 502 NE 2nd Terrace, Deerfield Beach, said he just built a house on the north side of this project and there is an easement on the south side of his property which he shares with Vista Clara and asked for clarification on who it belongs too.

Mr. Santucci said based on the addresses listed, these easements will not affect Mr. Ziegler's property; however, he is unsure of the previously approved easements, so staff will be in touch.

Mayor Ganz closed the public hearing.

MOTION was made by Commissioner Preston, seconded by Commissioner Hudak, to approve Item 5 on First Reading. Roll Call:

Yeas: 5 - Commissioner Drosky, Commissioner Hudak, Commissioner Preston, Vice Mayor Parness and Mayor Ganz

Nays: 0

PUBLIC COMMENT

Katy Freitag, 418 SE 2nd Street, Deerfield Beach, commented on questions she's asked that unfortunately have been unanswered. Further, she commented on houses not being built to code and parking spaces being eliminated.

Mayor Ganz said questions are always welcome, as he prefers an informed public; however, there are certain issues that are out of the City's control.

CONSENT - AGREEMENTS & EXPENDITURE REQUESTS

Mayor Ganz opened the public hearing for Items 6 - 8; however, there were none to speak and the public hearing was closed.

There was no discussion amongst the Commission.

MOTION was made by Vice Mayor Parness, seconded by Commissioner Hudak, to approve Items 6 - 8. Roll Call:

Yeas: 5 - Commissioner Drosky, Commissioner Hudak, Commissioner Preston, Vice Mayor Parness and Mayor Ganz

Nays: 0

- 6. Resolution 2023/054 - A Resolution of the City Commission of the City of Deerfield Beach, Florida, approving the award of a community participation grant to the Deerfield Beach Economic Development Council in the amount of \$20,000; providing for in-kind services; authorizing execution of the Grant Agreement; providing for an effective date. (Funds from #001-1500-552-32-64 - Business, Recruitment and Retention)**
- 7. Resolution 2023/055 - A Resolution of the City Commission of the City of Deerfield Beach, Florida, approving the settlement of all claims against the City in the litigation styled *Danny Hope vs. City of Deerfield Beach*; authorizing execution of documents necessary to effectuate the Settlement; providing for an effective date. (Funds from Account #606-0900-519-37-70 - Risk Management/General Liability Legal)**

CONSENT - AGREEMENTS & EXPENDITURE REQUESTS - CONTINUED

8. **Resolution 2023/056 - A Resolution of the City Commission of the City of Deerfield Beach, Florida, approving a change order to extend the time for Playmore West, Inc. to complete the Playground Equipment Project for Oveta McKeithen Park by 180 days; providing for execution and an effective date.**

Mayor Ganz reopened the public hearing for Item 8.

Willis Moorer, 331 NW 2nd Terrace, Deerfield Beach, asked for the original completion date, clarification on the delay and if there will be a penalty for the delay.

Mayor Ganz replied that staff is awaiting the surface water permit from the South Florida Water Management District; nevertheless, once received the project will be completed within 4 - 5 weeks.

Mr. Moorer commented on gun laws and urged all to be more vigilant.

Mayor Ganz closed the public hearing.

MOTION was made by Vice Mayor Parness, seconded by Commissioner Hudak, to approve Item 8, adopted Resolution 2023/056. Roll Call:

Yeas: 5 - Commissioner Drosky, Commissioner Hudak, Commissioner Preston, Vice Mayor Parness and Mayor Ganz

Nays: 0

ADDENDUM

9. **Resolution 2023/057 - A Resolution of the City Commission of the City of Deerfield Beach, Florida, approving the special event permit application submitted by Deerfield Beach Christian Ministerial Association for the Easter Sunrise Service Special Event taking place on the beach sand north of the pier in front of the main beach parking lot at 149 SE 21st Avenue on April 9, 2023 from 6:00 am to 8:00 am; approving a waiver of fees; providing for an effective date. (Funds from Account #001-7015-579-35-74 - Special Events)**

Mayor Ganz opened the public hearing; however, there was none to speak and the public hearing was closed.

MOTION was made by Commissioner Preston, seconded by Commissioner Hudak, to approve Item 9, adopted Resolution 2023/057. Roll Call:

Yeas: 5 - Commissioner Drosky, Commissioner Hudak, Commissioner Preston, Vice Mayor Parness and Mayor Ganz

Nays: 0

10. Discussion regarding A Picture Perfect Landscaping & Lawncare, LLC.

Commissioner Preston said during last week's commission meeting, the item for A Picture Perfect Landscaping & Lawncare, LLC. was tabled due to staff receiving information from the public regarding the background history of the contractor. When the issue was discussed with staff, he was advised that the background check received was not compatible with the City's procurement process. Further, he said the City needs a company who can oversee and ensure that our medians are kept beautiful, which was not the case with Cayco; however, Picture Perfect came in and during a short period of time, they made a difference. Commissioner Preston does not believe the contractor intentionally deceived the City in order to get the contract and believes they should be awarded the contract.

In response to Commissioner Preston's question, David Santucci, City Manager, replied that staff did see a difference in the median landscaping when Picture Perfect took over.

CONSENT - AGREEMENTS & EXPENDITURE REQUESTS - CONTINUED

Commissioner Preston reiterated his support for Picture Perfect Landscaping.

Vice Mayor Parness commented on a previous contract that was eliminated because the contractor left out a campaign contribution on their bid documents. He said background checks are required for bid submittals and they were omitted by Picture Perfect, so per the City's rules and regulations they must be disqualified.

Commissioner Hudak said the job Picture Perfect has done is commendable, as he has seen a difference; however, this Commission has an obligation to protect the City, whereby, other companies bid for this contract and if exceptions are made, lawsuits will soon follow. Further, he believes the omission was an honest mistake, but rules must be followed.

Commissioner Drosky agreed, whereas, this has nothing to do with the individual company, but about the City's process and the need to follow it. Further, he said it's unfortunate the application was completed incorrectly, but the omissions are quite substantial, and reiterated that processes and procedures must be followed, as that is what has been done in the past. *Thereafter, he left the meeting at 8:22 p.m.*

Mayor Ganz said he is unsure how this issue was so offensive to the contractor, as this commission was prepared to grant the contract to A Picture Perfect, who was the second bidder; however, staff received information prior to the last commission meeting that was required to be submitted with the bid package, but was unfortunately omitted. Thereafter, he read an excerpt from the City's bid document requirements, as well as information outlined in the background check; whereby, the omitted information automatically disqualifies Picture Perfect. Mayor Ganz commented on a previous contractor who was eliminated due to a campaign contribution not being outlined in the bid submission documents and advised that rules cannot be changed for anyone.

Commissioner Preston stated that no one is asking for this commission to break the rules or grant special treatment, but moral turpitude can be interpreted different ways and Picture Perfect did not mean to deceive the City; therefore, they should be given a second chance, as they made a difference in a short period of time. Thereafter, he commented on variances being granted and asked that the Commission consider giving A Picture Perfect a second chance as they had no intention in deceiving the City.

Commissioner Hudak temporarily left the meeting at 8:38 p.m. and returned at 8:40 p.m.

Mayor Ganz stated that he understands if the paperwork was misinterpreted and agreed that the contractor had no intentions in deceiving the City but these rules are in place for a reason and if the paperwork would have been completed correctly from the beginning, A Picture Perfect would have been immediately disqualified. Further, he understands if Commissioner Preston wants to amend the bid submittal process to allow for second chances, but it cannot be done at this time. Thereafter, he opened the public hearing.

The following individuals spoke in support of A Picture Perfect Landscaping & Lawncare:

Darnavius Anderson, Sr., 748 N. Deerfield Avenue, Deerfield Beach, said his company is A Picture Perfect Landscaping & Lawncare, and he takes full responsibility for the information outlined in the background check. Further, he understands that information was answered incorrectly on the bid submittal documents, which gave the City cause to terminate the contract and extended his apologies for misreading and misunderstanding the language outlined on the documents. Mr. Anderson said he never meant to deceive the City, nor the residents; whereby, this contract created jobs and provided his company with the opportunity to reshape the community. He asked that this commission judge A Picture Perfect Landscaping by their work, not by their past mistakes. Mr. Anderson reiterated his apologies for misreading and misunderstanding the language outlined on the bid documents.

Shontay Hughes, 901 NW 49th Street, Deerfield Beach

Shawn Howard, 889 SW 2nd Avenue, Deerfield Beach

Eddie Dickens, 330 N. Deerfield Avenue, Deerfield Beach

Willie Rosetta Graham-Bracy, 501 NW 1st Terrace, Deerfield Beach

Inaudible, 5370 NE 5th Terrace, Deerfield Beach

Darrel Adams, 1430 SW 5th Terrace, Deerfield Beach

CONSENT - AGREEMENTS & EXPENDITURE REQUESTS - CONTINUED

Katy Freitag, 418 SE 2nd Street, Deerfield Beach
Evelyn Price, 482 NW 1st Avenue, Deerfield Beach
Dr. Nathaniel B. Knowles, Senior Chaplain for the Broward Sheriff's Office
Ronald Rolle, 214 NW 3rd Avenue, Deerfield Beach
Frances Davenport, 748 N. Deerfield Avenue, Deerfield Beach
Carolyn Hudson-Benefield, 533 NW 3rd Way, Deerfield Beach
Pamela Davenport-Ferguson, 5435 Queenship Court, Greenacres
Robinson Lamar, 4164 Inverrary Drive, Lauderhill
Stephanie Moran, 326 NW 7th Court, Deerfield Beach

Mayor Ganz closed the public hearing.

Vice Mayor Parness said if this commission goes against policies and procedures, it can open the City to lawsuits; therefore, he cannot support this contract.

Commissioner Hudak commended Mr. Anderson for bringing his company to fruition and providing people with jobs, but unfortunately, based on the City's bid requirements, he does not qualify for this contract.

Commissioner Preston stated that no one is asking for this commission to break the rules, but requesting some type of compromise, i.e. probationary period.

Mayor Ganz said he did see a difference in the medians during the three-week period A Picture Perfect took over and stated that the City must find a way to complete background checks to ensure vendors are qualified, especially since it's on the submission forms. Further, he believes that Mr. Anderson did not initially mislead the City, but had it been completed correctly, the bid would have automatically been disqualified. He said he was excited that a local vendor was awarded the contract but reiterated that had this information been brought forward at the beginning, they would have been eliminated and would have never made it this far. Mayor Ganz stated that a consideration cannot be made at this time, but it does open discussion for adding language to our code to provide special considerations for those who have turned their lives around.

In response to Mayor Ganz's question, Anthony Soroka, City Attorney, replied that because Cayco breached the contract, the City was able to terminate and go to the second ranked firm; however, the Code does not go further, i.e. allow the City to go to the third ranked firm. Further, he said at this time, the City can go back out to bid or do a waiver of the Procurement Code, to provide a best interest exception to approve the item. Thereafter, he provided a brief explanation of the best interest exception.

Mayor Ganz said he is open to changing the rules, slightly, but it cannot be done on the fly. He commended Mr. Anderson for having the community's support.

Mr. Anderson said if this was caught at the beginning of the procurement process, he would have taken his name off the company and put it in his wife's name; nevertheless, he was under the impression that a background check was automatically done during the procurement process, so he thought everything was fine. He said no one from the City has contacted him regarding this issue until this evening. Thereafter, he provided a brief overview of his interaction with city staff and commented on invoices that have not been paid.

Mayor Ganz agreed that a background check should have been completed; however, he does not agree with putting the blame on the City and stated that the question was answered incorrectly and ownership of that must be taken.

Mr. Anderson stated that he is not blaming the City but stated that had he known this information from the beginning he would have made other arrangements.

Commissioner Preston stated that he's not asking this commission to make any type of considerations on the fly but was asking if other options are available for this vendor in the future.

COMMENTS BY ADMINISTRATION & LEGAL

CITY ATTORNEY - None.

CITY MANAGER

11. Presentation by Dr. Ned Murray of the Jorge M. Perez Florida International University Metropolitan Center, regarding Broward County Affordable Housing.

12. Presentation regarding redevelopment in the Central City Area.

David Santucci, City Manager, requested that items 11 & 12 be tabled until April 25, 2023.

It was the consensus of the Commission to defer Items 11 & 12 to April 25, 2023.

COMMENTS BY MAYOR & CITY COMMISSION**COMMISSIONER DROSKY****DISTRICT 4**

None.

VICE MAYOR PARNES**DISTRICT 3**

None.

COMMISSIONER PRESTON**DISTRICT 2**

A Picture Perfect - Commissioner Preston said he does not want issues dividing the community; nonetheless, discipline must show some measure of compassion and love. Further, he hopes Mr. Anderson receives opportunities elsewhere because he deserves it.

Happy Easter - Commissioner Preston wished everyone a Happy Easter.

COMMISSIONER HUDAK**DISTRICT 1**

Community Involvement - Commissioner Hudak said although the discussion this evening was difficult, he commended the community for coming out and showing their support. Furthermore, he hopes that this discussion results in positive changes in processes and urged staff to process any outstanding invoices expeditiously.

Happy Easter - Commissioner Hudak wished everyone a Happy Easter.

MAYOR GANZ

City Polices - Mayor Ganz said the procurement processes must be re-evaluated; nevertheless, a decision has not been made on landscape services, but should be at the next meeting. He stated that background checks for the procurement process would be different than youth athletics, but the community must always be protected. Further, he said everyone makes mistakes, and deserves a second, third, or fourth chance; however, making up the rules on the fly should not be done, but agreed that considerations should be researched and language should be added to the Code to allow for second chances. Thereafter, Mayor Ganz thanked the community for coming out and being engaged.

Happy Easter - Mayor Ganz wished everyone a Happy Easter and urged everyone to stay safe.

ADJOURNMENT

There was no additional business to discuss.

MOTION was made by Commissioner Preston, seconded by Commissioner Hudak, to adjourn the meeting at 10:05 p.m. Voice Vote:

Yeas: 4 - Commissioner Hudak, Commissioner Preston, Vice Mayor Parness and Mayor Ganz

Nays: 0

CITY OF DEERFIELD BEACH

BILL GANZ, MAYOR

Heather Montemayor, CMC, City Clerk

City of Deerfield Beach - CULTURAL COMMITTEE
MEETING of December 19th 2022– 6:30 PM at
Hillsboro Community Center (50 Hillsboro Technology Dr)
MINUTES

1. Call to order/roll call

Liz Ricci called the meeting to order at 6:34 pm.

Members Present:

Chair Ashley Gombs, Mayor
Deborah Sullivan, District 1
Thelema Lamar, District 2
Vice Chair Daniel Shanetzky, District 3
Tiffany O'Bryan, District 1 (Alt)

Also Present: Carolyn Marshall, City of Deerfield Beach
Elizabeth Ricci, City of Deerfield Beach
Amelia Jadoo, City Attorney's Office

- 2. Voting for Chair and Vice Chair** - MOTION made by Deborah Sullivan, to vote for Ashley Gombs as a new Chair seconded by Tiffany O'Bryan. The motion was CARRIED unanimously.
MOTION made by Deborah Sullivan, to vote for Daniel Shanetzky as a new Vice Chair, seconded by Tiffany O'Bryan. The motion was CARRIED unanimously.

3. Approval of 11/21/2022

- MOTION made by Ashley Gombs, to approve the minutes seconded by Daniel Shanetzky. The motion was CARRIED unanimously.

- 4. Liz Ricci/Terry Rynard-updates** – Liz Ricci- I would like the Committee to be aware of the budget and that at that last meeting, you approved almost \$15,000 for events taking place at the Cultural Art Center, Brazilian Voices, and Kwanzaa so we need to start thinking of ideas of how to generate revenue.

I also wanted to let the Committee know that Mr.Scott is here to make a request from the committee. Mr. Scott requested \$600 to sponsor the MLK breakfast at OMRC on Saturday, January 14th. The \$600 will go to the entertainment. MOTION made by Thelema Lamar to approve \$600 to

support the MLK Breakfast seconded by Tiffany O'Bryan. The motion was CARRIED unanimously.

5. **Amelia Jadoo-City Attorney-updates?** As the new committee, please let me know if you have any questions.

6. Old Business

- A. Brazilian Voices – Flyer made; Staff has been in touch with Brazilian Voices, and Committee wants to sell water and sodas for the event.
- B. Kwanzaa Updates - Thelema Lamar – will contact the different locations and give staff updates. Marketing will go once information is given to Liz Ricci.
- C. Feb 18-19th, 2023 FOA discussion-

7. Chair Updates:

I. Merchandise-Deborah Sullivan - Provided a quote for t-shirts she would like 30 T-shirts, 30 V-necks, 30 dry fit, 60 visors, and 40 caps she will get additional quotes and give them to staff. Tiffany O'Bryan make a motion to order a flutter flag with the Cultural Committee logo on it, Deborah Sullivan seconded. The motion was CARRIED unanimously.

II. Entertainment- Ashley Gombs- Will send all artists to staff by Friday to get a contract out by the end of the year.

III. Logistics -City Staff

IV. Sponsorship- JM FAMILY \$5,000

V. Volunteer & Hospitality- Deb Sullivan will have a representative at the next meeting to go over what the Key club kids can do as volunteers.

VI. Publicity/Marketing Daniel Shanetsky – Has been reaching out to different newspapers and radio stations.

VII. Judges-Thelema Lamar - Ashley Gombs will reach out to different sources and get back to staff on behalf of Thelema Lamar.

VIII. Kid's Art Corner-Tiffany O'Bryan & Thelema Lamar - Tiffany O'Bryan will email the staff to order needed items.

8. **Vendor applications count 2022-2023-all vendors (artists 11 approved, 13 pending for review)** MOTION made by Ashley Gombs, to approve 11 applications seconded by Deborah Sullivan. The motion was CARRIED unanimously.
9. **New project proposals? Need written proposals to present to City Commissioners-rates, dates, location, objective, etc**
10. **Update on current proposals (must be present to discuss your own proposal)**
11. **Comments from the Chair & Vice-Chair – No Comments**
12. **Comments from Committee –** Deborah Sullivan will reach out to the Key Club
13. **Comments from Staff – No Comments**
14. **Comments from Alternates – No Comment**
15. **Comments from the Public – No Comments**
16. **Next Meeting –** January 23rd at 6:30 PM
18. **Adjournment –** Tiffany O'Bryan motion to adjourn Deborah Sullivan was seconded at 8:12 pm.

Committee Mission Statement

The mission of the Deerfield Beach Cultural Committee is to assist the City of Deerfield Beach in positioning Deerfield Beach as the city with the most desirable cultural environment for individuals and families as well as businesses, both large and small, by providing a cultural environment that is accessible, progressive and positive in design.

Minutes Approved



Date 1/27/23

City of Deerfield Beach - CULTURAL COMMITTEE
MEETING of January 23rd – 6:30 PM at
Hillsboro Community Center (50 Hillsboro Technology Dr)
MINUTES

1. Call to order/roll call

Chair Ashley Gombs called the meeting to order at 6:37 pm.

Members Present Chair Ashley Gombs, Mayor
Thelema Lamar, District 2
Daniel Shanetzky, District 3

Members Not Present: Deborah Sullivan, District 1, - excused

Also Present: Carolyn Marshall, City of Deerfield Beach
Elizabeth Ricci, City of Deerfield Beach
Debra Reese, City Attorney's Office

2. Approval of 12/19/2022

- MOTION made by Daniel Shanetzky to approve the minutes seconded by Thelema Lamar. The motion was CARRIED unanimously.

3. Liz Ricci/Terry Rynard-updates – No Updates

4. Amelia Jadoo-City Attorney-updates? No updates

5. New project proposals? Need written proposals to present to City Commissioners-rates, dates, location, objective, etc

- South Florida Poetry Journal- Michael O'Mara reviewed the proposal with the committee which would include a workshop of 3 to 4 poems poets can range anywhere from \$300 to \$600.
- Discussion was had by the committee on not moving forward with any new events until after Festival of the Arts.

6. Old Business-

a. Brazilian Voices – Discussion on what to sell for the event.

Drinks, water soda how much? Pizza \$2 a slice, drinks \$1, chips \$2, combo \$7- 2 slices of pizza, 1 bag of chips & drinks.

- Motion made by Ashley Gombs to approve the prices for the sale items at Brazilian Voices for \$2 Pizza, \$1 Drinks, \$7 combo (two, slices of pizza, a drink, a bag of chips.)

b. Kwanzaa Updates – plan in advance next time also just wanted to make sure that invoice was paid.

c. Feb 18-19th 2023 FOA discussion

7. Chair Updates:

I. **Merchandise** -Deborah Sullivan – shirts are ordered

II. **Entertainment** - Ashley Gombs – will send updates Friday 1/27/23

III. **Logistics** – City Staff

IV. **Sponsorship**- JM Family, & CRA

V. **Volunteer & Hospitality**- City/Key Club

VI. **Publicity/Marketing** - Daniel Shanetzky – Pelican as well as City web, social media, banners

VII. **Judges**-Thelema Lamar – need to reach out to one more judge

VIII. **Kid's Art Corner**- Thelema Lamar- May not be at the event.

8. Vendor applications count 2022-2023-all vendors (artists 26 approved, 7 pending for review) MOTION made by Ashley Gombs, to approve 9 applications seconded by Daniel Shanetzky. The motion was CARRIED unanimously.

9. Comments from the Chair & Vice-Chair – No Comments

10. Comments from Committee – No Comments

11. Comments from Staff – All requests moving forward please allow 4 weeks minimum.

12. Comments from Alternates – No Comment

13. Comments from the Public – No Comments

14. Next Meeting – February 27th at 6:30 PM

15. Adjournment – Ashley Gombs motion to adjourn Thelema Lamar was seconded at 8:10 pm.

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Minutes Approved Daniel Sharpy Date 2/27/23

City of Deerfield Beach - CULTURAL COMMITTEE
MEETING of February 27th – 6:30 PM at
Hillsboro Community Center (50 Hillsboro Technology Dr)
MINUTES

1. Call to order/roll call

Daniel Shanetzky called the meeting to order at 6:42 PM.

Members Present: Thelema Lamar, District 2
Daniel Shanetzky, District 3
Deborah Sullivan, District 1

Members Not Present: Chair Ashley Gombs, Mayor -excused

Also Present: Carolyn Marshall, City of Deerfield Beach
Elizabeth Ricci, City of Deerfield Beach
Lauren Goas, City of Deerfield Beach
Amelia Jadoo, City Attorney's Office

2. Approval of 1/23/23

- MOTION made by Daniel Shanetzky to approve the minutes seconded by Thelema Lamar. The motion was CARRIED unanimously.

3. Liz Ricci/Terry Rynard-updates – No Updates

4. Amelia Jadoo-City Attorney-updates? No updates

5. Recap FOA/ Brazilian Voices-

Daniel Shanetzky - The festival was nice, with a great crowd.

Deborah Sullivan – Would like to separate the event from Pioneer Days. Key Club kids only came out on Saturday and didn't show up on Sunday moving forward, make sure vendors get water. The stage needs to be open so the band can get air. There was a lot of merch left over, next year so next year don't order 100 posters

Thelema Lamar- would like to see the FOA/Pioneer Days stay together

Brazilian Voices- Daniel Shanetzky/ Thelema Lamar – would like the Brazilian Voices to return and would like to have more food vendors.

6. Comments from the Chair & Vice-Chair –MOTION made by Daniel

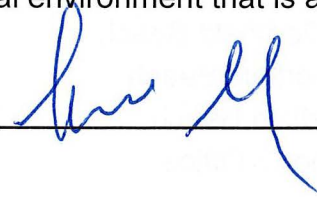
Shanetzky to recommend the Cultural Committee to buy tickets for the committee to attend all city events. Motion seconded by Thelema Lamar. The motion was Carried unanimously.

7. **Comments from Committee** – No Comments
8. **Comments from Staff** – No Comments
9. **Comments from Alternates** – No Comments
10. **Comments from the Public** – No Comments
11. **Next Meeting** – March 20th at 6:30 PM
12. **Adjournment** – **Daniel Shanetzky's** motion to adjourn **Thelema Lamar** was seconded at 7:16 pm.

Committee Mission Statement

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Minutes Approved



Date

3.20.23

CODE COMPLIANCE OF DEERFIELD BEACH

MINUTES OF A CODE COMPLIANCE HEARING

March 7, 2023

Eugene Steinfeld

Presiding

Special Magistrate Eugene Steinfeld in the City Commission Room called the meeting to order at 9:30 AM.

PRESENT: Lenore Graber, Code Compliance Manager
Silvio Baca, Code Compliance Manager
Jean Placide, Code Compliance Inspector
Sonya Lowe, Code Compliance Inspector
Josh Stambaugh, Code Compliance Inspector
Patesha Johnson, Code Compliance Inspector
Maritza Martinez, Special Magistrate Clerk

For the record Winlett Jordan-Banton, Special Magistrate Clerk swore the attendees.

<u>Tab#</u>	<u>Case Nr.</u>	<u>Owner Name</u>	<u>Property Address</u>	<u>Violation</u>	<u>Disposition</u>
1	23020070/p ost	TURSO,PETER M & STEFANI	1410 SE 14 DR, DEERFIELD BEACH, FL 33441	Chapter 66 - TRAFFIC AND VEHICLES Section 66-117. (b) - Parking prohibitions; enforcement.	RESPONDENT NOT PRESENT FINDING OF FACT ORDER ISSUED COST WAIVED
2	23020071/p ost	ADROSKY,ALAN N H/E ADROSKY,WANDA L	1530 SE 14 DR, DEERFIELD BEACH, FL 33441	Chapter 66 - TRAFFIC AND VEHICLES Section 66-117.(b) - Parking prohibitions; enforcement.	RESPONDENT NOT PRESENT FINDING OF FACT ORDER ISSUED COST WAIVED
5	22100011	WEARCHECK LUBRICATION SERVICES LLC	637 JIM MORAN BLVD, DEERFIELD BEACH, FL 33442	Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE II. - DEERFIELD BEACH LAND DEVELOPMENT CODE Section 98-16 - Maintenance of development.	RESPONDENT NOT PRESENT EXTENDED TO 5-5-2023
6	22120048	PALM PLAZA BUILDING LLC	816 SE 9 ST, DEERFIELD BEACH, FL 33441	Chapter 38 - FINANCE AND TAXATION Section 38-263. - Local business tax receipt required.	RESPONDENT NOT PRESENT CERTIFIED WITH \$80 PROSECUTION COST
7	22120247	BIEN-AIME,MICHAEL	4404 NW 4 AVE, DEERFIELD BEACH, FL 33064	Chapter 14 - BUILDINGS AND BUILDING REGULATIONS Section 14-105(3) - Exterior building and structure standards. Chapter 14 - BUILDINGS AND BUILDING REGULATIONS Section 14-106(b) - Minimum standards for yard and landscape areas.	RESPONDENT WAS PRESENT- MICHAEL BIEN-AIME FINES IMPOSED AS OF 3-3-2023 FOR \$100 PER DAY PER VIOLATION

				Chapter 38 - FINANCE AND TAXATION Section 38-263. - Local business tax receipt required.	
				Chapter 58 - SOLID WASTE ARTICLE I. - IN GENERAL Section 58-3. - Maintenance of area.	
9	22100002	FITZ-HALL INC	4251 N DIXIE HWY, DEERFIELD BEACH, FL 33064	Chapter 14 - BUILDINGS AND BUILDING REGULATIONS Section 14-106(b) - Minimum standards for yard and landscape areas. Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE IV. SUPPLEMENTARY REGULATIONS Sec. 98-80(K)(14)(b) - Landscape Requirements.	RESPONDENT NOT PRESENT CONTINUED TO 5-9-2023
10	22100003	LA ROCCA,JOSEPH	4201 N DIXIE HWY, DEERFIELD BEACH, FL 33064	Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE IV. - SUPPLEMENTARY REGULATIONS Section 98 -88(j)(1) Off-street parking and loading Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE IV. SUPPLEMENTARY REGULATIONS Sec. 98-80(N)(1) - Landscape Requirements.	RESPONDENT NOT PRESENT CONTINUED TO 5-9-2023
11	22120086	HILLSBORO TECHNOLOGY CENTER LLC ATTN:MALCOLM BUTTERS	350 HILLSBORO TECHNOLOGY DR, DEERFIELD BEACH, FL 33441	Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE V. - ADMINISTRATION AND	RESPONDENTS WERE PRESENT- JASON GLASSMAN MATTHEW TURCOTTE

				ENFORCEMENT Section 98-113(a) Building permits	FINAL ORDER ISSUED COMPLY BY 4-7-2023 \$100 PER DAY \$80 PROSECUTION COST
12	22080119	GATEWAY POWERLINE BP LLC %STOCKBRIDGE CAPITAL GROUP	4100 N POWERLINE RD, UNIT H1- H5,DEERFIELD BEACH, FL 33073 H1-H5	Chapter 38 - FINANCE AND TAXATION Section 38-263. - Local business tax receipt required. Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE IX. - CERTIFICATES OF USE Section 98-161(b) - Certificate of use permit requirements. Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE V. - ADMINISTRATION AND ENFORCEMENT Section 98-113(a) Building permits	RESPONDENTS WERE PRESENT- MICHELE LONG JENNIFER GLORIA EXTENDEND TO 4-7-2023
13	22080163	SHOON PROPERTIES LLC	261 S FEDERAL HWY, DEERFIELD BEACH, FL 33441	Chapter 102 - SIGNS Section 102-7. (3)- Certain sign or sign structures prohibited. Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE IV. - SUPPLEMENTARY REGULATIONS; Sec. 98-105. - Outdoor seating.	RESPONDENT WAS PRESENT- ZAREH TIRINKIAN EXTENDED TO 4-7-2023

14	22090125	2 FOR 2 LLC	3300 SW 11 ST, DEERFIELD BEACH, FL 33442	Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE V. - ADMINISTRATION AND ENFORCEMENT Section 98-113(a) Building permits	RESPONDENT NOT PRSENT EXTENDED TO 4-7-2023
15	22070019	BPREP DEERFIELD PARK LLC %BROOKFIELD PROPERTY GROUP	674 S MILITARY TRL, DEERFIELD BEACH, FL 33442	Chapter 38 - FINANCE AND TAXATION Section 38-263. - Local business tax receipt required.	RESPONDENT WAS PRESENT - CRAIG ELDERMAN EXTENDED TO 5-5-2023
18	23010259	INTRACOASTAL PROPERTIES IV LLC	523 NE 19 AVE, DEERFIELD BEACH, FL 33441	Chapter 38 - FINANCE AND TAXATION Section 38-263. - Local business tax receipt required Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE IV. - SUPPLEMENTARY REGULATIONS; Sec 98-106 (d) (1) Vacation Rental Registration Requirement	RESPONDENT NOT PRESENT FINDING OF FACT ORDER ISSUED COST WAIVED
19	23010260	INTRACOASTAL PROPERTIES IV LLC	513 NE 19 AVE, DEERFIELD BEACH, FL 33441	Chapter 38 - FINANCE AND TAXATION Section 38-263. - Local business tax receipt required. Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATION ARTICLE IV. - SUPPLEMENTARY REGULATIONS; Sec 98-106 (d) (1) Vacation Rental Registration Requirement	RESPONDENT NOT PRESENT FINDING OF FACT ORDER ISSUED COST WAIVED
20	23010261	BEACH VILLAS LLC	487 NE 21 AVE, DEERFIELD BEACH, FL 33441	Chapter 38 - FINANCE AND TAXATION Section 38-263. - Local business tax receipt required.	RESPONDENT NOT PRESENT

				Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE IV. - SUPPLEMENTARY REGULATIONS; Sec 98-106 (d) (1) Vacation Rental Registration Requirement	FINDING OF FACT ORDER ISSUED COST WAIVED
21	23010263	BEACHWALK OF DEERFIELD LLC	501 NE 21 AVE, UNIT 1-5, DEERFIELD BEACH, FL 33441 1-5	Chapter 38 - FINANCE AND TAXATION Section 38-263. - Local business tax receipt required. Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE IV. - SUPPLEMENTARY REGULATIONS; Sec 98-106 (d) (1) Vacation Rental Registration Requirement	RESPONDENT NOT PRESENT FINDING OF FACT ORDER ISSUED COST WAIVED
22	23020003	BIEN-AIME,MICHAEL	4404 NW 4 AVE, DEERFIELD BEACH, FL 33064	Chapter 14 - BUILDINGS AND BUILDING REGULATIONS ARTICLE IV. - PROPERTY EXTERIOR MAINTENANCE CODE; Section 14-105(8) - Exterior building and structure standards. Chapter 14 - BUILDINGS AND BUILDING REGULATIONS Section 14-74 - Display of street numbers on buildings. Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE V. - ADMINISTRATION AND ENFORCEMENT Section 98-113(a) Building permit	RESPONDENT WAS PRESENT- MICHAEL BIE-AIME FINAL ORDER ISSUED COMPLY BY 5-5-2023 \$100 PER DAY PER VIOLATION \$80 PROSECUTION COST

23	22120244	VIZCAINO,JOSEPH Z H/E VIZCAINO,PALMIRA O	351 NW 46 ST, DEERFIELD BEACH, FL 33064	Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE IV. - SUPPLEMENTARY REGULATIONS Section 98 -88(j)(1) Off-street parking and loading.	RESPONDENT NOT PRESENT FINAL ORDER ISSUED COMPLY BY 4-7-2023 \$100 PER DAY \$80 PROSECUTION COST
25	22110018	SPARKS,PHILLIP	137 NW 7 CT, DEERFIELD BEACH, FL 33441	Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE V. - ADMINISTRATION AND ENFORCEMENT Section 98-113(a) Building permits	RESPONDENTS WERE PRESENT- PHILLIP AND GLORIA SPARKS JOHN SELBACH EXTENSION DENIED FINES IMPOSED AS OF 3-3-2023 FOR \$100 PER DAY
26	22120180	SNYDER,RICHARD B	1943 DEER CREEK WILDWOOD LN, DEERFIELD BEACH, FL 33442	Chapter 14 - BUILDINGS AND BUILDING REGULATIONS ARTICLE IV. - PROPERTY EXTERIOR MAINTENANCE CODE; Section 14- 105(8) - Exterior building and structure standards Chapter 34 - ENVIRONMENT - ARTICLE III. – NUISANCES ARTICLE IV. - JUNKED VEHICLES AND ABANDONED PROPERTY- Section 34-160 -Parking or storage for over 72 hours restricted.	RESPONDENT NOT PRESENT FINAL ORDER ISSUED COMPLY BY 4-7-2023 \$100 PER DAY \$80 PROSECUTION COST
27	23020063	JOHNSON,RAYMOND L JOHNSON,RAYMOND A	250 NW 43 CT, DEERFIELD BEACH, FL 33064	Chapter 34 - ENVIRONMENT - ARTICLE III. – NUISANCES ARTICLE VII. - ABANDONED REAL	RESPONDENT NOT PRESENT FINAL ORDER ISSUED

				PROPERTY Section 34-144 - Maintenance requirements.	COMPLY BY 3-17-2023 \$150 PER DAY \$80 PROSECUTION COST
37	23010254	FL SUNSHINE STATE HOLDINGS LLC	1451 SW 5 AVE, DEERFIELD BEACH, FL 33441	Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE V. - ADMINISTRATION AND ENFORCEMENT Section 98-113(a) Building permits	RESPONDENT WAS PRESENT- ALBERT BABADZHANOV FINAL ORDER ISSUED COMPLY BY 4-7-2023 \$100 PER DAY \$80 PROSECUTION COST
38	23020018	SHARON PRASHKOVSKY LLC	550 NE 44 ST, UNIT A- M,DEERFIELD BEACH, FL 33064 A-M	40-50 Year Section 110.15 BUILDING SAFETY INSPECTIONS Sec 110.15 (B)(2) Building Safety Inspection 40+ Year Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE V. - ADMINISTRATION AND ENFORCEMENT Section 98-113(a) Building permits	RESPONDENT NOT PRESENT FINAL ORDER ISSUED COMPLY BY 4-7-2023 \$100 PER DAY PER VIOLATION \$80 PROSECUTION COST
39	22120249	FLAM,RACHEL	2081 BERKSHIRE E, DEERFIELD BEACH, FL 33442	Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE V. - ADMINISTRATION AND ENFORCEMENT Section 98-113(a) Building permits	RESPONDENT NOT PRESENT FINAL ORDER ISSUED COMPLY BY 4-7-2023 \$100 PER DAY \$80 PROSECUTION COST
40	22120208	FOX,DENNIS M	4004 ELLESMERE A, DEERFIELD BEACH, FL 33442	Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE V. - ADMINISTRATION AND	RESPONDENT NOT PRESENT CONTINUED TO 5-9-2023

				ENFORCEMENT Section 98-113(a) Building permits	
41	22120211	MELLEY,STEVEN M	4453 SW 11 PL, DEERFIELD BEACH, FL 33442	Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE V. - ADMINISTRATION AND ENFORCEMENT Section 98-113(a) Building permits	RESPONDENT NOT PRESENT FINAL ORDER ISSUED COMPLY BY 4-7-2023 \$100 PER DAY \$80 PROSECUTION COST
42	22120230	382 OCEAN AVE REALTY TR BETTERMAN, STEVEN TRSTEE	1416 SE 3 TER, DEERFIELD BEACH, FL 33441	Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE V. - ADMINISTRATION AND ENFORCEMENT Section 98-113(a) Building permits	RESPONDENT NOT PRESENT CONTINUED TO 4-11-2023
43	22120231	MINERVA GROUP LLC	4411 NW 3 AVE, DEERFIELD BEACH, FL 33064	Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE V. - ADMINISTRATION AND ENFORCEMENT Section 98-113(a) Building permits	RESPONDENT NOT PRESENT FINAL ORDER ISSUED COMPLY BY 4-7-2023 \$100 PER DAY \$80 PROSECUTION COST
44	22120172	STAROPOLI,PASQUALE N SAMPLES,MARILENE	1266 S MILITARY TRL, UNIT 571, DEERFIELD BEACH, FL 33442 571	Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE V. - ADMINISTRATION AND ENFORCEMENT Section 98-113(a) Building permits	RESPONDENT WAS PRESENT- JAY GREENSPAN FINAL ORDER ISSUED COMPLY BY 4-7-2023 \$100 PER DAY \$80 PROSECUTION COST
45	22120193	SUN & FIVE MOONS LLC	220 NE 9 AVE, DEERFIELD BEACH, FL 33441	Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE V. - ADMINISTRATION AND	RESPONDENT WAS PRESENT- ALEX LUNA

				ENFORCEMENT Section 98-113(a) Building permits	CONTINUED TO 4-11-2023
47	22120203	BELLA MAR CONDO ASSOC INC	367 S FEDERAL HWY, DEERFIELD BEACH, FL 33441	Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE V. - ADMINISTRATION AND ENFORCEMENT Section 98-113(a) Building permits	RESPONDENT NOT PRESENT FINAL ORDER ISSUED COMPLY BY 3-17-2023 100 PER DAY \$80 PROSECUTION COST
48	22120204	SAMPLES,MARILENE STAROPOLI,PASQUALE	1266 S MILITARY TRL, UNIT 554, DEERFIELD BEACH, FL 33442 554	Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE V. - ADMINISTRATION AND ENFORCEMENT Section 98-113(a) Building permits	RESPONDENT WAS PRESENT- JAY GRRENSPAN FINAL ORDER ISSUED COMPLY BY 4-7-2023 \$100 PER DAY \$80 PROSECUTION COST
52	23010154/p ost	GUZMAN,SAMUEL E H/E BULLARD,JASON M	1460 SW 24 TER, DEERFIELD BEACH, FL 33442	Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE V. - ADMINISTRATION AND ENFORCEMENT Section 98-113(a) Building permits	RESPONDENT WAS PRESENT- JASON BULLARD CONTINUED TO 4-11-2023
53	23020086/p ost	COUNTRY KNOLLS MHC LLC	215 NW 50 ST, DEERFIELD BEACH, FL 33064	Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE V. - ADMINISTRATION AND ENFORCEMENT Section 98-113(a) Building permits	RESPONDENTS WERE PRESENT- GEORGE E RUGEL-TENANT TANZIE, JOSEPH FINAL ORDER ISSUED COMPLY BY 3-17-2023 \$100 PER DAY \$80 PROSECUTION COST
55	23010020/p ost	ANTHONY,ANGELICA MARIA CAPRARA,CLAUDIO DANIEL	3291 SW 3 ST, DEERFIELD BEACH, FL 33441	Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS	RESPONDENTS WERE PRESENT- ANGELICA ANTHONY

				ARTICLE V. - ADMINISTRATION AND ENFORCEMENT Section 98-113(a) Building permits	CLAUDIO DANIEL CAPRARA CONTINUED TO 5-9-2023
56	22120241/p ost	3831 CRYSTAL LAKE DRIVE LLC	3831 CRYSTAL LAKE DR, DEERFIELD BEACH, FL 33064	Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE V. - ADMINISTRATION AND ENFORCEMENT Section 98-113(a) Building permits	RESPONDENT NOT PRESENT FINAL ORDER ISSUED COMPLY BY 4-7-2023 \$100 PER DAY \$80 PROSECUTION COST
57	22120202	RIVERA,NICHOLAS J H/E RIVERA,MELISSA	1051 VELEIROS BLVD, DEERFIELD BEACH, FL 33064	Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE V. - ADMINISTRATION AND ENFORCEMENT Section 98-113(a) Building permits	RESPONDENT NOT PRESENT CONTINUED TO 4-11-2023
58	23010166/T AB#58-73	MIABRO PROPERTIES LLC	1060 CRYSTAL LAKE DR, UNIT 404, DEERFIELD BEACH, FL 33064 404	Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE V. - ADMINISTRATION AND ENFORCEMENT Section 98-113(a) Building permits	RESPONDENT WAS PRESENT- EDSON RIBEIRO EXTENDEND TO 6-9-2023
74	22120072	RUMBAO,DIANA	605 REPUBLIC CT, DEERFIELD BEACH, FL 33442	Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE V. - ADMINISTRATION AND ENFORCEMENT Section 98-113(a) Building permits	RESPONDENT NOT PRESENT FINES IMPOSED AS OF 3-3-2023 FOR \$100 PER DAY
75	22120074	ROWE,ANDREW & STEPHANIE	609 SE 8 AVE, DEERFIELD BEACH, FL 33441	Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE V. - ADMINISTRATION AND	RESPONDENT NOT PRESENT FINES IMPOSED AS OF 3-3-2023 FOR \$100 PER DAY

				ENFORCEMENT Section 98-113(a) Building permits	
76	22120110	LYSIAS,FIOLE	288 NE 44 CT, DEERFIELD BEACH, FL 33064	Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE V. - ADMINISTRATION AND ENFORCEMENT Section 98-113(a) Building permits	RESPONDENT NOT PRESENT FINES IMPOSED AS OF 3-3-2023 FOR \$100 PER DAY
77	22120153	SHREE SAI PROPERTIES LLC	100 SW 12 AVE, DEERFIELD BEACH, FL 33442	Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE V. - ADMINISTRATION AND ENFORCEMENT Section 98-113(a) Building permits	RESPONDENT WAS PRESENT- PATEL UOMIL EXTENDED TO 6-9-2023
78	22120159	HABER,ARTHUR & ELAINE	1002 WESTBURY F, UNIT 1002, DEERFIELD BEACH, FL 33442 1002	Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONSARTICLE V. - ADMINISTRATION AND ENFORCEMENT Section 98-113(a) Building permits	RESPONDENT NOT PRESENT FINES IMPOSED AS OF 3-3-2023 FOR \$100 PER DAY
79	22120088	BLUM,CHARLES W	4025 UPMINSTER K, DEERFIELD BEACH, FL 33442	REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE V. - ADMINISTRATION AND ENFORCEMENT Section 98-113(a) Building permits	RESPONDENT NOT PRESENT FINES IMPOSED AS OF 3-3-2023 FOR \$100 PER DAY
81	23010029	PRISMA PROPERTY INVESTMENT LLC	750 NE 45 CT, DEERFIELD BEACH, FL 33064	Chapter 14 - BUILDINGS AND BUILDING REGULATIONS Section 14-106(b) - Minimum standards for yard and landscape areas.	RESPONDENT NOT PRESENT FINES IMPOSED AS OF 3-3-2023 FOR \$100 PER DAY
82	23010031	PRISMA PROPERTY INVESTMENT LLC	NE 45 CT, DEERFIELD BEACH, FL 33064	Chapter 14 - BUILDINGS AND BUILDING REGULATIONS Section 14-106(b) - Minimum standards for yard and landscape areas.	RESPONDENT NOT PRESENT FINES IMPOSED AS OF 3-3-2023

					FOR \$100 PER DAY
83	23010236	HOGG,BROOKE A H/E HOGG,CLAYTON E	1209 SE 9 TER, DEERFIELD BEACH, FL 33441	Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE V. - ADMINISTRATION AND ENFORCEMENT Section 98-113(a) Building permits	RESPONDENT NOT PRESENT FINES IMPOSED AS OF 3-3-2023 FOR \$100 PER DAY
84	22120182	JOSEPH,KELLY	4611 NE 1 AVE, DEERFIELD BEACH, FL 33064	Chapter 10 - ANIMALS Section 10- 4(a) - Maintaining animals in general; limitation on number of pets; enforcement. Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE V. - ADMINISTRATION AND ENFORCEMENT Section 98-113(a) Building permits	RESPONDENT NOT PRESENT CERTIFIED WITH \$80 PROSECUTION COST
85	23010033	PILLU,KEVIN	471 NW 38 TER, DEERFIELD BEACH, FL 33442	Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE V. - ADMINISTRATION AND ENFORCEMENT Section 98-113(a) Building permits	PRESPONDENT WAS PRESENT- KEVIN PILLU ' EXTENDED TO 4-7-2023
86	23010176	LAKES OF DEER CREEK CONDO ASSN	633 DEER CREEK EDGEWATER DR, DEERFIELD BEACH, FL 33442	Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE V. - ADMINISTRATION AND ENFORCEMENT Section 98-113(a) Building permits	RESPONDENT NOT PRESENT ORDER WAS DISMISSED
176	22120043	BOOPS ENTERPRISES LLC	4071 N DIXIE HWY, DEERFIELD BEACH, FL 33064	40-50 Year Section 110.15 BUILDING SAFETY INSPECTIONS Sec	RESPONDENT NOT PRESENT

				110.15 (B)(2) Building Safety Inspection 40+ Year	VACATE ORDER ISSUED
177	22120046	4300 CRYSTAL LAKE LLC	4300 CRYSTAL LAKE DR, UNIT 1, DEERFIELD BEACH, FL 33064 1	40-50 Year Section 110.15 BUILDING SAFETY INSPECTIONS Sec 110.15 (B)(2) Building Safety Inspection 40+ Year	RESPONDENT NOT PRESENT CERTIFIED WITH \$80 PROSECUTION COST
178	22100044	AGUIAR & MANSUR LLC	606 SW NATURA BLVD, UNIT 301, DEERFIELD BEACH, FL 33441 301	Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE V. - ADMINISTRATION AND ENFORCEMENT Section 98-113(a) Building permits	RESPONDENT NOT PRESENT FINES IMPOSED AS OF 3-3-2023 FOR \$100 PER DAY
179	22080087	SANDCASTLE 1 LLC	233 NE 21 AVE, DEERFIELD BEACH, FL 33441	Chapter 94 MIN HOUSE CHAPTER 94 HOUSING; Sec. 94-8 (i) (1) - Minimum standards for interior of structures.	RESPONDENT NOT PRESENT CONTINUED TO 4-11-2023
180	23010013	PORCELLA,PIETRO & KIRSTEN S	221 NW 52 CT, DEERFIELD BEACH, FL 33064	Chapter 14 - BUILDINGS AND BUILDING REGULATIONS Section 14-105(4) - Exterior building and structure standards.	RESPONDENT NOT PRESENT CERTIFIED WITH \$80 PROSECUTION COST
181	23020092	TROIA, RICHARD	1241 SE 2 ST#1-4, DEERFIELD BEACH, FL 33441	Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE V. - ADMINISTRATION AND ENFORCEMENT Section 98-113(a) Building permits	RESPONDENT WAS PRESENT- GARY HANN FINAL ORDER ISSUED COMPLY BY 4-7-2023 \$250 PER DAY \$80 PROSECUTION COST
182	22120093	SML DEERFIELD BEACH LLC	2030 NE 2 ST, DEERFIELD BEACH, FL 33441	Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE V. - ADMINISTRATION AND	RESPONDENT WAS PRESENT- AL SALLAKU CONTINUED TO 4-11-2023

				ENFORCEMENT Section 98-113(a) Building permits	
185	23010244	FKH SFR C1 LP %FIRST KEY HOMES LLC	650 NW 3 WAY, DEERFIELD BEACH, FL 33441	Chapter 14 - BUILDINGS AND BUILDING REGULATIONS Section 14-106(b) - Minimum standards for yard and landscape areas. Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE IV. - SUPPLEMENTARY REGULATIONS Section 98-81(L) (1) (a-g) - Tree preservation. Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE IV. SUPPLEMENTARY REGULATIONS Sec. 98-80(C)(3) - Landscape Requirements.	RESPONDENT NOT PRESENT CONTINUED TO 4-11-2023
187	22120238	HUBER,SCOTT	205 SE 10 ST, UNIT 2E, DEERFIELD BEACH, FL 33441 2E	Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE IV. SUPPLEMENTARY REGULATIONS Sec. 98-80(C)(3) - Landscape Requirements.	RESPONDENT WAS PRESENT- SCOTT HUBER CONTINUED TO 6-13-2023
188	22120239	SAINT LEGER,GEORGES	4901 NE 9 AVE, DEERFIELD BEACH, FL 33064	Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE IV. - SUPPLEMENTARY REGULATIONS Sec. 98-88. (b) - Off- street parking and loading.	RESPONDENT NOT PRESENT FINAL ORDER ISSUED COMPLY BY 4-7-2023 \$100 PER DAY PER VIOLATION \$80 PROSECUTION COST

				Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE IV. SUPPLEMENTARY REGULATIONS Sec. 98-80(C)(1) - Landscape Requirements. Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE IV. SUPPLEMENTARY REGULATIONS Sec. 98-80(C)(3) - Landscape Requirements.	
189	22120240	ASSOCIATION OF MEADOWS CRYSTAL	2300 SW 17 CIR, DEERFIELD BEACH, FL 33442	Chapter 46 – OFFENSES Section 46-14. - Same—Encroaching on property of others. Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE IV. - SUPPLEMENTARY REGULATIONS Section 98-81(d)(1) - Tree preservation.	RESPONDENT NOT PRESENT FINAL ORDER ISSUED COMPLY BY 4-7-2023 \$100 PER DAY \$80 PROSECUTION COST
194	23010082	MATHEW,SETH ROWE,CAMILLE	1137 RIO CT, DEERFIELD BEACH, FL 33064	Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE V. - ADMINISTRATION AND ENFORCEMENT Section 98-113(a) Building permits	RESPONDENT NOT PRESENT FINAL ORDER ISSUED COMPLY BY 4-7-2023 \$100 PER DAY \$80 PROSECUTION COST
195	22100042	LAGUERRE,MARLENE ROCK,GUERSON	151 NW 40 ST, DEERFIELD BEACH, FL 33064	Chapter 14 - BUILDINGS AND BUILDING REGULATIONS Section 14-106(b) - Minimum standards for yard and landscape areas.	RESPONDENT NOT PRESENT CERTIFIED WITH \$80 PROSECUTION COST

				Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE IV. SUPPLEMENTARY REGULATIONS Sec. 98-80(C)(3) - Landscape Requirements.	
196	22120185	EXANTUS,NADINE	173 SW 1 CT, DEERFIELD BEACH, FL 33441	Chapter 14 - BUILDINGS AND BUILDING REGULATIONS Section 14-106(b) - Minimum standards for yard and landscape areas.	RESPONDENT NOT PRESENT\ FINAL ORDER ISSUED COMPLY BY 4-7-2023 \$100 PER DAY \$80 PROSECUTION COST
197	22120107	PIERRE,SMITH & GISELE	440 SW 15 CT, DEERFIELD BEACH, FL 33441	Chapter 14 - BUILDINGS AND BUILDING REGULATIONS Section 14-106(b) - Minimum standards for yard and landscape areas. Chapter 46 – OFFENSES Section 46-14. - Same—Encroaching on property of others.	RESPONDENT NOT PRESENT FINAL ORDER ISSUED COMPLY BY 4-7-2023 \$100 PER DAY PER VIOLATION \$80 PROSECUTION COST
200	23020014	HERITAGE COMMUNITIES FOUNTAINS OF POMPANO INC	4300 NW 9 AVE, DEERFIELD BEACH, FL 33064	Chapter 14 - BUILDINGS AND BUILDING REGULATIONS Section 14-105(2) - Exterior building and structure standards Chapter 14 - BUILDINGS AND BUILDING REGULATIONS Section 14-105(3) - Exterior building and structure standards. Chapter 14 - BUILDINGS AND BUILDING REGULATIONS Section 14-105(7) - Exterior building and structure standards.	RESPONDENT WAS PRESENT- ROBERTO BRONDO FINAL ORDER ISSUED COMPLY BY 4-7-2023 \$100 PER DAY \$80 PROSECUTION COST STAIRS TO BE CLOSED OFF WITHIN 5 DAYS OF THE HEARING

201	23010249	LAIN,MASHA LAINE,SHOLOM & POPACK,C S	1109 SE 12 ST, DEERFIELD BEACH, FL 33441	Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE IV. - SUPPLEMENTARY REGULATIONS; Sec 98-106 (d) (1) Vacation Rental Registration Requirement	RESPONDENT NOT PRESENT CERTIFIED WITH \$80 PROSECUTION COST
202	23010251	2546 NW 61ST AVENUE LLC	1247 SE 7 CT, DEERFIELD BEACH, FL 33441	Chapter 38 - FINANCE AND TAXATION Section 38-263. - Local business tax receipt required. Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE IV. - SUPPLEMENTARY REGULATIONS; Sec 98-106 (d) (1) Vacation Rental Registration Requirement	RESPONDENT NOT PRESENT CERTIFIED WITH \$80 PROSECUTION COST
203	23010245	LIPSKAR,CHAIM	1002 SE 5 CT, DEERFIELD BEACH, FL 33441	Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONSARTICLE IV. - SUPPLEMENTARY REGULATIONS; Sec 98-106 (d) (1) Vacation Rental Registration Requirement	RESPONDENT NOT PRESENT CERTIFIED WITH \$80 PROSECUTION COST
204	23010246	LAIN,MASHA POPACK,CHAYA SARA	466 NE 8 AVE, DEERFIELD BEACH, FL 33441	Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE IV. - SUPPLEMENTARY REGULATIONS; Sec 98-106 (d) (1) Vacation Rental Registration Requirement	RESPONDENT NOT PRESENT CERTIFIED WITH \$80 PROSECUTION COST
205	23010247	BISTON,YAACOV LIPSKAR,CHAIM	1379 SE 3 TER, DEERFIELD BEACH, FL 33441	Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE IV. - SUPPLEMENTARY	RESPONDENT NOT PRESENT

				REGULATIONS; Sec 98-106 (d) (1) Vacation Rental Registration Requirement	CERTIFIED WITH \$80 PROSECUTION COST
206	23010250	PARKLAND MAZEL LLC	477 SE 17 TER, DEERFIELD BEACH, FL 33441	Chapter 38 - FINANCE AND TAXATION Section 38-263. - Local business tax receipt required. Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE IV. - SUPPLEMENTARY REGULATIONS; Sec 98-106 (d) (1) Vacation Rental Registration Requirement	RESPONDENT NOT PRESENT CERTIFIED WITH \$80 PROSECUTION COST
207	23010252	2201 WEST RIVER DRIVE LLC	1005 SE 9 AVE, DEERFIELD BEACH, FL 33441	Chapter 38 - FINANCE AND TAXATION Section 38-263. - Local business tax receipt required. Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE IV. - SUPPLEMENTARY REGULATIONS; Sec 98-106 (d) (1) Vacation Rental Registration Requirement	RESPONDENT NOT PRESENT CERTIFIED WITH \$80 PROSECUTION COST
208	22110024	H CAPITOL INC	478 NW 1 AVE, DEERFIELD BEACH, FL 33441	Chapter 34 - ENVIRONMENT - ARTICLE III. – NUISANCES ARTICLE VII. - ABANDONED REAL PROPERTY Section 34-144 - Maintenance requirements.	RESPONDENT NOT PRESENT CERTIFIED WITH \$80 PROSECUTION COST
209	23010180	DEFREITAS, BEAUTI	4023 CAMBRIDGE B, DEERFIELD BEACH, FL 33442	Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE V. - ADMINISTRATION AND ENFORCEMENT Section 98-113(a) Building permits	RESPONDENT NOT PRESENT FINES IMPOSED AS OF 3-3-2023 FOR \$200 PER DAY

210	23010248	CASTIGLIA,ARTHUR MICHAEL	1115 SE 12 TER, DEERFIELD BEACH, FL 33441	Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE IV. - SUPPLEMENTARY REGULATIONS; Sec 98-106 (d) (1) Vacation Rental Registration Requirement	RESPONDENT NOT PRESENT CERTIFIED WITH \$80 PROSECUTION COST
211	23010253	BISTON,YAACOV Y LIPSKAR,CHAIM	1105 SE 4 CT, DEERFIELD BEACH, FL 33441	Chapter 38 - FINANCE AND TAXATION Section 38-263. - Local business tax receipt required. Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE IV. - SUPPLEMENTARY REGULATIONS; Sec 98-106 (d) (1) Vacation Rental Registration Requirement	RESPONDENT NOT PRESENT CERTIFIED WITH \$80 PROSECUTION COST
A	22100024	FIGUEROA, MITCHELL FLOWERS, NICOLE	1433 SW 1 TER, DEERFIELD BEACH, FL 33441	Chapter 14 - BUILDINGS AND BUILDING REGULATIONS Section 14-106(b) - Minimum standards for yard and landscape areas.	RESPONDENT NOT PRESENT VACATE ORDER ISSUED
B	16010036	ALLEN,MAMIE L , DR, LUCILLE RICHARDSON, POA	648 NW 2 AVE, DEERFIELD BEACH, FL 33441	Chapter 14 - BUILDINGS AND BUILDING REGULATIONS Section 14-106(b). - Minimum standards for yard and landscape areas. Chapter 34 - ENVIRONMENT - ARTICLE III. – NUISANCES ARTICLE IV. - JUNKED VEHICLES AND ABANDONED PROPERTY-Section 34-91.-Parking or storage for over 72 hours restricted.	RESPONDENT NOT PRESENT CONTINUED TO A FUTURE HEARING

				Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE IV. - SUPPLEMENTARY REGULATIONS Section 98-88.(b) - Off-street parking and loading.	
C	18110042	ALLEN,MAMIE L , DR, LUCILLE RICHARDSON, POA	648 NW 2 AVE, DEERFIELD BEACH, FL 33441	Chapter 14 - BUILDINGS AND BUILDING REGULATIONS Section 14-106(b) - Minimum standards for yard and landscape areas. Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE IV. - SUPPLEMENTARY REGULATIONS Section 98-94(2) - Growth of plants and placement of objects in the right-of-way.	RESPONDENT NOT PRESENT CONTINUED TO A FUTURE HEARING
D	3-523, 99-1130, 97-714	ALLEN,MAMIE L , DR, LUCILLE RICHARDSON, POA	648 NW 2 AVE, DEERFIELD BEACH, FL 33441	Chapter 34 - ENVIRONMENT - ARTICLE III. – NUISANCES ARTICLE IV. - JUNKED VEHICLES AND ABANDONED PROPERTY-Section 34-91.-Parking or storage for over 72 hours restricted Chapter 34 - ENVIRONMENT - ARTICLE III. – NUISANCES ARTICLE IV. - JUNKED VEHICLES AND ABANDONED PROPERTY-Section 34-91.-Parking or storage for over 72 hours restricted	RESPONDENT NOT PRESENT CONTINUED TO A FUTURE HEARING
E	97-562. 96-12, 95-1856	ALLEN,MAMIE L , DR, LUCILLE RICHARDSON, POA	648 NW 2 AVE, DEERFIELD BEACH, FL 33441	Chapter 34 - ENVIRONMENT - ARTICLE III. – NUISANCES ARTICLE IV. - JUNKED VEHICLES AND ABANDONED PROPERTY-Section	RESPONDENT NOT PRESENT CONTINUED TO A FUTURE HEARING

				34-91.-Parking or storage for over 72 hours restricted Chapter 34 - ENVIRONMENT - ARTICLE III. – NUISANCES ARTICLE IV. - JUNKED VEHICLES AND ABANDONED PROPERTY-Section 34-91.-Parking or storage for over 72 hours restricted	
F	95-550,94-2247, 94-2246	ALLEN,MAMIE L , DR, LUCILLE RICHARDSON, POA	648 NW 2 AVE, DEERFIELD BEACH, FL 33441	PROPERTY MAINTENANCE	RESPONDENT NOT PRESENT CONTINUED TO A FUTURE HEARING
G	CEB 748, 8198,92-912	ALLEN,MAMIE L , DR, LUCILLE RICHARDSON, POA	648 NW 2 AVE, DEERFIELD BEACH, FL 33441	PROPERTY MAINTENANCE	RESPONDENT NOT PRESENT CONTINUED TO A FUTURE HEARING
H	95-745 and 97-589	ALLEN,MAMIE L , DR, LUCILLE RICHARDSON, POA	1320 SW 5 TER, DEERFIELD BEACH, FL 33441	PROPERTY MAINTENANCE	RESPONDENT NOT PRESENT CONTINUED TO A FUTURE HEARING
I	6-92, 9-1396, 17030117	ALLEN,MAMIE L , DR, LUCILLE RICHARDSON, POA	506 NW 2 AVE, DEERFIELD BEACH, FL 33441	Chapter 14 - BUILDINGS AND BUILDING REGULATIONS Section 14-105(8). - Exterior building and structure standards. Chapter 14 - BUILDINGS AND BUILDING REGULATIONS Section 14-106(b). - Minimum standards for yard and landscape areas. Chapter 58 - SOLID WASTE DIVISION 3. - RESIDENTIAL	RESPONDENT NOT PRESENT CONTINUED TO A FUTURE HEARING

				COLLECTION Section 58-69.(g) - Preparation and storage of residential refuse	
J	14-2279, 15110037, 17020099	ALLEN,MAMIE L , DR, LUCILLE RICHARDSON, POA	500 NW 2 AVE, DEERFIELD BEACH, FL 33441	Chapter 14 - BUILDINGS AND BUILDING REGULATIONS Section 14-105(6). - Exterior building and structure standards. Chapter 14 - BUILDINGS AND BUILDING REGULATIONS Section 14-105(4). - Exterior building and structure standards. Chapter 14 - BUILDINGS AND BUILDING REGULATIONS Section 14-105(8). - Exterior building and structure standards. Chapter 14 - BUILDINGS AND BUILDING REGULATIONS Section 14-106(b). - Minimum standards for yard and landscape areas. Chapter 58 - SOLID WASTE DIVISION 3. - RESIDENTIAL COLLECTION Section 58-69.(g) - Preparation and storage of residential refuse Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE IV. - SUPPLEMENTARY REGULATIONS Section 98-88.(b) - Off-street parking and loading.	RESPONDENT NOT PRESENT CONTINUED TO A FUTURE HEARING

K	22050051	MANCINI,LUKE JOSEPH	1208 SE 12 TER, DEERFIELD BEACH, FL 33441	Chapter 98 - LAND D ARTICLE IV. SUPPLEMENTARY REGULATIONS Sec. 98-80(K)(14)(b) - Landscape Requirements.	RESPONDENT NOT PRESENT CONTINUED TO A FUTURE HEARING
L	22090158	LAMAR,LATRICE & LAMAR,ROBERT	178 SW 3 ST, DEERFIELD BEACH, FL 33441	Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE IV. SUPPLEMENTARY REGULATIONS Sec. 98-80(C)(3) - Landscape Requirements.	RESPONDENT NOT PRESENT CONTINUED TO A FUTURE HEARING

SPECIAL MAGISTRATE MINUTES
CITY OF DEERFIELD BEACH, FLORIDA

Eugene Steinfeld, Special Magistrate

Date

HILLSBORO INLET DISTRICT
Minutes of Regular Monthly Meeting, Monday, March 27, 2023
Fletcher Hall, 2200 NE 38th Street, City of Lighthouse Point

MEMBERS PRESENT:

Chair Denise Bryan
Vice-Chair Laurence Gore
Commissioner Scott Loesel
Commissioner Tyler Chappell
Commissioner Mohamed “Mo” Tarifi
Commissioner Randy Strauss
Commissioner Robert O’Neill
Commissioner Max Turner

OTHERS PRESENT:

David N. Tolces, General Counsel, Weiss Serota Helfman
Cole & Bierman, P.L.
Captain Woodworth R. Draughon III
Christopher Creed, P.E., D.C.E, Olsen Associates, Inc. (Via
Zoom)
Paul Velisarios, Quality Sandblasting, Inc.
District Accountant Robert Andrews
Kimberly Longo, District Secretary
Ryan W. Hudak, Assistant General Counsel, Weiss Serota
Helfman Cole & Bierman, P.L.
Danilo Mina, Employee, Hillsboro Inlet District
Alex Alvarado, Employee, Hillsboro Inlet District

QUORUM PRESENT: The Secretary called the roll and established a quorum for the regular meeting. The meeting was called to order by Chair Bryan at 6:30 P.M.

APPROVAL OF MINUTES: A Motion to approve the February 27, 2023 Regular Meeting Minutes was made by Commissioner O’Neill and seconded by Commissioner Loesel.

Chair Bryan	Yes
Vice-Chair Laurence Gore	Yes
Commissioner Loesel	Yes
Commissioner Chappell	Yes
Commissioner Tarifi	Yes
Commissioner Strauss	Yes
Commissioner O’Neill	Yes
Commissioner Turner	Yes

The Motion to approve the Regular Meeting Minutes was approved unanimously. (8-0)

APPROVAL OF OUTSTANDING BILLS: A Motion was made by Commissioner Turner and seconded by Commissioner O’Neill for approval of all outstanding bills in the amount of \$51,408.82. The bills were reviewed and discussed in detail.

Chair Bryan	Yes
Vice-Chair Laurence Gore	Yes
Commissioner Loesel	Yes
Commissioner Chappell	Yes
Commissioner Tarifi	Yes
Commissioner Strauss	Yes
Commissioner O'Neill	Yes
Commissioner Turner	Yes

The Motion to approve the outstanding bills was approved unanimously. (8-0)

APPROVAL OF CURRENT MONTH'S EXPENSES: Motion was made by Commissioner O'Neill and seconded by Vice-Chair Gore to approve current month's expenses of approximately \$40,000.00.

Chair Bryan	Yes
Vice-Chair Laurence Gore	Yes
Commissioner Loesel	Yes
Commissioner Chappell	Yes
Commissioner Tarifi	Yes
Commissioner Strauss	Yes
Commissioner O'Neill	Yes
Commissioner Turner	Yes

The Motion to approve the current month's expenses was approved unanimously. (8-0)

DREDGE LOG: Captain Draughon advised the Board no depth chart due to weather. There was 28.5 hours of dredging time, resulting in about 12,825 yd³ of sand bypassed to Pompano Beach. There was 16 hours of dredging time, resulting in about 7,200 yd³ sand outside the channel.

INLET STATUS REPORT: Captain Draughon advised the Board that the crew performed general maintenance. Captain Draughon also advised that the crew also performed the following:

1. Performed oil changes on main drive engine and auxiliary engine;
2. Fabricated a discharge pipe due to a hole;
3. Performed work on a section of a submerged line that ruptured, fabricated new flanges and connections; retrofit from old system to new system. All working and running smooth now; and
4. Performed preventive maintenance.

PUBLIC COMMENTS: None.

NEW BUSINESS

PROPOSAL FROM OLSEN ASSOCIATES, INC. FOR APPLICATION FOR SAND BYPASS PERMIT RENEWAL: Chris Creed of Olsen Associates, Inc. discussed with the Board the supporting documentation for the FDEP Joint Coastal Permit Application for Inlet Maintenance Dredging and Sand Bypassing proposal. A Motion was made by Commissioner

Chappell to approve the proposal in the amount of \$135,374.00 and seconded by Commissioner O'Neill.

Chair Bryan	Yes
Vice-Chair Laurence Gore	Yes
Commissioner Loesel	Yes
Commissioner Chappell	Yes
Commissioner Tarifi	Yes
Commissioner Strauss	Yes
Commissioner O'Neill	Yes
Commissioner Turner	Yes

The Motion to approve the proposal submitted by Olsen Associates, Inc. for the District's FDEP Joint Coastal Permit Application for Inlet Maintenance Dredging and Sand Bypassing was approved unanimously. (8-0)

The new permit that will be issued will need to contain a new Inlet Management Plan. Commissioner Tarifi inquired about an Inlet Management Plan and the need for a new sediment budget for the Inlet. Mr. Creed advised that they will do much more comprehensive data collection and modeling. They will look at management practices and see what can be improved and will coordinate with the State along with providing other recommendations to improve the Inlet.

UPDATE REGARDING NORTH JETTY BUOY SAFETY PROJECT: Attorney Tolces advised that the District submitted an application to FIND for cost sharing for the North Jetty Buoy Safety Project. The District is asking for \$45,000.00. The application was due today. It takes about six weeks to review. FIND will advise if the District is missing anything by May 15, 2023. If the District is not missing any documentation, they will then go through their process and will advise the District if it will receive funding for the project. Chris Creed stated he has no update on the buoy project as he is waiting to see if the District has any updates at this time. Attorney Tolces advised that it will be brought back at the next meeting.

Commissioner O'Neill inquired if anyone reached out to Town of Hillsboro Beach to see how much they spent to install their buoys. Attorney Tolces stated that he has not yet, but will do so in the future. Chair Bryan inquired about a pole that Captain Draughon uses to mark rocks. Commissioner O'Neill stated that would be a good idea for the District to use the white poles instead of the buoys as they are more visual and less costly. Chris Creed stated that the summer time would be good to have the signs out there but not the winter time with the conditions. It is short term solution. Captain Draughon will work with Mr. Creed.

RATIFICATION OF APPLICATION FOR FUNDING FROM FLORIDA INLAND NAVIGATIONAL DISTRICT: Attorney Tolces advised the Board that in order for the District to submit a FIND Application, it had to prepared, signed and submitted before the March District Meeting.

Motion was made by Commissioner Strauss and seconded by Commissioner Loesel to ratify and submit the Application to Florida Inland Navigational District.

Chair Bryan	Yes
Vice-Chair Laurence Gore	Yes
Commissioner Loesel	Yes
Commissioner Chappell	Yes
Commissioner Tarifi	Yes
Commissioner Strauss	Yes
Commissioner O'Neill	Yes
Commissioner Turner	Yes

The motion to approve to ratify and submit the FIND proposal was approved unanimously. (8-0)

DISCUSSION REGARDING REFURBISHING THE DREDGE: Paul Velisarios of Quality Sandblasting, Inc. discussed refurbishing the dredge. The Board discussed the proposed silicon based application as it relates to the District's dredge, the eight (8) year warranty and the proposal in the amount of \$432,339.00.

Moton was made by Commissioner Strauss to approve the proposal of Quality Sandblasting, Inc. in the amount of \$432,339.00. and seconded by Commissioner Loesel.

Chair Bryan	Yes
Vice-Chair Laurence Gore	Yes
Commissioner Loesel	Yes
Commissioner Chappell	Yes
Commissioner Tarifi	Yes
Commissioner Strauss	Yes
Commissioner O'Neill	Yes
Commissioner Turner	Yes

The motion to approve Quality Sandblasting, Inc's proposal in the amount of \$432,339.00 was approved unanimously. (8-0)

UPDATE REGARDING ELBOW BARGE AND WINCH PURCHASES: Captain Draughon provided packets of the winch and barge to date and advised the Board that the winch and the barge should be completed by April 3, 2023. Captain Draughon advised that he will be flying to Jacksonville tomorrow to check on the winch and barge and get an update. Captain Draughon also provided technical data sheets on the paint that is going onto the barges.

OLD BUSINESS

GENERAL COUNSEL COMMENTS: Attorney Tolces reminded the Board that their next meeting will be Monday, April 17, 2023. He advised the Board that they received the dredge

volume chart and it has been uploaded to the website. He also stated that everything the District has been working on from the FIND Application, State funding to the renewal of the DEP permit is moving along. The District has not heard back from DEP or the property owner related to the proposed construction of the dock south of the South Jetty. The District will be getting out the RFP for auditor selection this week. The goal will be for the audit selection committee to meet before the District's May meeting to make a recommendation to the Board and for the Board to make an award at that meeting.

Attorney Tolces thanked Commissioner Tarifi for his years of service and assistance to the Board.

COMMISSIONER COMMENTS: Chair Bryan advised the Board that Commissioner Tarifi of Town of Hillsboro Beach will be resigning from the Board. She thanked Commissioner Tarifi for his five (5) years of service and everything he has done to assist the Board and the District. He has been an exceptional addition to the Board since March 20, 2018. Commissioner Tarifi provided a few comments and thanked everyone and stated keep up the good work and good luck with future endeavors.

Chair Bryan advised the Board that there are no warning signs not to walk on the South Jetty. Pictures were provided of people and dogs walking on the Jetty and the Board discussed the language for a sign. Attorney Tolces stated that he will work with Captain Draughon regarding the signage.

ADJOURNMENT: Motion was made by Commissioner O'Neill to adjourn the meeting and seconded by Vice-Chair Gore. The meeting was adjourned at 8:12 PM by Chair Bryan.

Respectfully submitted,

Kimberly Longo, District Secretary



Regular City Commission Meeting - May 2, 2023

DEERFIELD BEACH - YOU ARE HEREBY NOTIFIED that the **Regular City Commission** meeting will be held on **Tuesday, May 2, 2023, at 7:00 PM in the City Commission Chambers located at the City Hall Complex, 150 NE 2nd Avenue, Deerfield Beach, Florida.** A quorum of the City Commission will be physically present at the meeting and the City will be utilizing communications media technology with most City staff participating through video conferencing.

The May 2, 2023, Regular City Commission meeting will proceed utilizing communications media technology; **however, the City Commission Chambers located at the City Hall Complex, 150 NE 2nd Avenue, Deerfield Beach, will be open to the public as an additional method** for speakers wishing to speak on items. A copy of the agenda for the May 2, 2023 meeting will be available at <http://www.deerfield-beach.com/1554/Meetings-Agendas>.

Attending and Viewing the City Commission Meeting:

This meeting will be broadcast live for members of the public. There are several options available to the public to attend/view the meeting:

- 1. In Person Attendance.** Attend in person in the City Commission Chambers.
- 2. Zoom**
 - a. Via Zoom Online** - Access to the meeting will begin at 6:45 PM on May 2, 2023.
 - i. Use the following link below to access the meeting via Zoom:
<https://deerfield-beach.zoom.us/j/84449370490?pwd=LzdCS2d2YzA0VmE3SEExSFNLRy9sUT09>
 - ii. The video camera display feature is disabled for public use
 - b. Via Zoom Telephone** - Join the meeting via telephone (audio only) using the Call-in number below, followed by the Meeting ID when prompted. No computer or access code is required.

Call-in Number: (301) 715-8592, Meeting ID: 844 4937 0490#, Participant ID: #, Passcode: 565159#

For more information on using Zoom, please visit Zoom Support at the following link:
<https://support.zoom.us/hc/en-us>.

3. YouTube

The meeting will also be available to the public via YouTube for audio and video access; however, public participation, i.e. comments are not possible. The link to watch the meeting via YouTube will be active no later than 6:45 PM on May 2, 2023, and can be found by clicking the camera icon in the Media column at <http://www.deerfield-beach.com/1554/Meetings-Agendas>.

Providing Public Comment:

Public participation is strongly encouraged. Your comments will be limited to three minutes per person. To participate, please choose the option best for you and remember to include your name and address for the record.

1. **In person** - Public comment may be given in the Commission Chambers during the applicable public comment portion of the meeting.
2. **Live Zoom Video Participation** - If attending via Zoom online, at the appropriate public comment period, click "raise hand" on the bottom of the "participants" tab, and your audio will be unmuted when you are recognized.
3. **Live Zoom Telephone Participation** - If attending via Zoom by telephone, at the appropriate public comment period, press *9 to "raise your hand" and your audio will be unmuted when you are recognized.

IN ACCORDANCE WITH THE AMERICANS WITH DISABILITIES ACT AND FLORIDA STATUTE 286.26, PERSONS WITH DISABILITIES NEEDING SPECIAL ACCOMMODATION TO PARTICIPATE IN THIS PROCEEDING SHOULD CONTACT THE CITY CLERK NO LATER THAN 3 DAYS PRIOR TO THE MEETING AT (954) 480-4213 FOR ASSISTANCE.

Should you have any questions, please feel free to contact the City Clerk's Office at 954.480.4213. For additional information on the agenda items for the Commission meeting, please visit www.dfb.city.



City of Deerfield Beach

150 NE 2nd Ave
Deerfield Beach, FL
33441
954-480-4200

Face Sheet File Number: I.D. 2023-1831

Agenda Date: 5/2/2023

Status: CONSENT - BOARD
APPOINTMENTS

In Control: City Commission

Title

Resolution 2023/ - A Resolution of the City Commission of the City of Deerfield Beach, Florida, reappointing Sacha Ramon as a regular member and appointing Aristotle Ginarte as an alternate member to the Marine Advisory Board; providing for an effective date.

Recommended Action

Commission to vote on Resolution

Voting Requirement

Adoption requires a 3/5 vote of the City Commission

Background/History

The Marine Advisory Board (the "Board") was created to develop information and provide recommendations for programs, regulations, and other actions to ensure a well maintained, safe, healthy, and friendly environment for the residents of the City and visitors to the City. Pursuant to City Code Section 2-210.7(a), each elected official shall appoint one regular member and one alternate member to the Board.

Current Activity

Sacha Ramon has expressed an interest in continuing to serve on the Board and has been nominated by Commissioner Michael Hudak to serve as a regular member. Dennis Bonner, alternate member, has advised that he wishes to no longer serve on the Board. Aristotle Ginarte has expressed an interest in serving on the Board and has been nominated by Commissioner Michael Hudak to serve as an alternate member. Upon approval, the Board will consist of three regular members with two vacancies and two alternate members with three vacancies.

Recommendation

Approval is recommended.

RESOLUTION NO. 2023/

**A RESOLUTION OF THE CITY COMMISSION OF THE CITY
OF DEERFIELD BEACH, FLORIDA, REAPPOINTING SACHA
RAMON AS A REGULAR MEMBER AND APPOINTING
ARISTOTLE GINARTE AS AN ALTERNATE MEMBER TO
THE MARINE ADVISORY BOARD; PROVIDING FOR AN
EFFECTIVE DATE**

WHEREAS, the City of Deerfield Beach (the “City”) created a Marine Advisory Board (“Board”) pursuant to Section 2-210.6 of the City’s Code of Ordinance (the “Code”) to develop information and provide recommendations for programs, regulations and other actions to insure a well maintained, safe, healthy and friendly marine environment for the residents of the City and visitors to the City; and

WHEREAS, pursuant to Section 2-210.7(a) of the Code, the Board shall be composed of five regular members and five alternate members with each Commissioner appointing one regular and one alternate member; and

WHEREAS, the members of the Board are appointed by and serve at the pleasure of the City Commission for terms that expire on May 15th of the year that the term of the appointing Commissioner expires; and

WHEREAS, Sacha Ramon has expressed an interest in continuing to serve on the Board as a regular member, and Aristotle Ginarte has expressed interest in serving on the Board as an alternate member.

**NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE
CITY OF DEERFIELD BEACH, FLORIDA, AS FOLLOWS:**

Section 1. The above referenced “Whereas” clauses are true and correct and made a part hereof.

Section 2. Sacha Ramon is hereby reappointed to serve as a regular member of the Board for a term commencing on May 16, 2023 and ending on May 15, 2027.

Section 3. Aristotle Ginarte is hereby appointed to serve as an alternate member of the Board for a term commencing on May 16, 2023 and ending on May 15, 2027.

Section 4. Sacha Ramon and Aristotle Ginarte shall serve without compensation.

Section 5. This Resolution shall become effective immediately upon adoption.

PASSED AND ADOPTED THIS _____ DAY OF _____, 2023.

BILL GANZ, MAYOR

ATTEST:

HEATHER MONTEMAYOR, CITY CLERK



Nominating Form

Application for Appointment to Board or Committee

Date:

April 3, 2023

The attached application from

Sacha Ramon

for the

Marine Advisory Board

has been received.

The board's liaison has verified that the applicant is qualified and that all prerequisites have been met.



Regular Member



Alternate Member

Please place this application on an upcoming agenda for consideration for appointment.

 4/4/23

Signature:

Date:

Appointing
Elected Official:



Mayor Bill Ganz



Vice Mayor Bernie Parness



Commissioner Michael Hudak



Commissioner Ben Preston



Commissioner Todd Drosky

Please return to City Administration for processing.



March 9, 2023

Sacha Ramon
944 SE 5th Street
Deerfield Beach, FL 33441

RE: Marine Advisory Board

Dear Ms. Ramon:

Your current term on the **Marine Advisory Board** of the City of Deerfield Beach expires on May 15, 2023. Upon receipt of an affirmative response, it will be placed on the agenda for the Commission's consideration.

Whether or not you desire to continue to serve on the Marine Advisory Board, the Commission would like to have the benefit of your knowledge gained while serving. Any suggestions you might have for improvements or other modifications may be sent to my office and I will forward them to the Commission for its perusal. In this way, we hope to improve the service of all advisory boards in the City of Deerfield Beach.

Irrespective of your decision, I would like to take this opportunity to express on behalf of the City our appreciation for the service you have rendered to our residents and also recognize the sacrifices of your time and efforts in contributing to the success of the Board.

Should you have any questions or further assistance is required, please contact the City Clerk's Office at (954) 480-4213.

Sincerely,

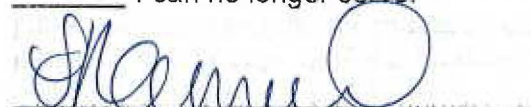

Heather Montemayor, OMC
City Clerk

HM/tb

Please return the letter with your reply to the City Clerk's Office by April 3, 2023. A self-addressed envelope is enclosed for your convenience.

☒ I would like to serve another term on the Marine Advisory Board.

☐ I can no longer serve.


Sacha Ramon (sign here)



Nominating Form

Application for Appointment to Board or Committee

Date: April 11, 2023

The attached application from Aristotle Ginarte for the Marine Advisory Board has been received.

The board's liaison has verified that the applicant is qualified and that all prerequisites have been met.

- ☐ Regular Member
☒ Alternate Member

Please place this application on an upcoming agenda for consideration for appointment.

 4/11/23

Signature:

Date:

Appointing
Elected Official:

- ☐ Mayor Bill Ganz
☐ Vice Mayor Bernie Parness
☒ Commissioner Michael Hudak
☐ Commissioner Ben Preston
☐ Commissioner Todd Drosky

Please return to City Administration for processing.



City of Deerfield Beach
Application for Advisory Board or Committee

Advisory Board or Committee you are applying for: Marine Advisory Board

Are you willing to be considered for an alternate Board or Committee? Yes ☐ No ☒

Name Aristotle Ginarte

Address 519 NE 6th Ave

City Deerfield Beach State Florida Zip 33441

I reside in District # (can be found on back of your Voter Registration Card) 1

Year-Round Resident? Yes ☒ No ☐

If No, how what months are you away?

Home Phone (954) 383-6700 Work/Mobile Phone (954) 383-6700

E-mail aginarte@aol.com

Employer Endure Multisport & Wellness Center, (dba; American TKA Martial Arts).

Address 10376 W State Rd 84 suite 1 Davie Florida 33324

Occupation (if retired, please indicate and list former occupation) Business Owner

Please list any governmental Advisory Boards or Committees on which you currently serve:

None

Complete the following. Please describe those facets of your background/experience which you feel may be useful for membership on this Board/Committee.

Academic: Degrees, Diplomas

Bachelors Degree in Psychology

Professional: Certification(s)

I am owner/operator of a Martial Arts School. I have a 4th Dan Black Belt in Tae KwonDo. I am a certified instructor. I am a certified meditation and mindfulness Instructor/teacher. I am an advanced certified scuba diver, free diver, and certified / licensed boater.

Knowledge: Training, interest or experience

I am involved with several marine groups in south florida, (water way advocates, Gumbo Limbo Coastal Stewards, etc.). As a life long Martial Artist, I live by a code of conduct based on living each day with integrity, respect, humility, and honor.

Community Involvement: List organizations/positions

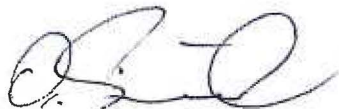
My business, (I) work closely with Broward County schools, anti-bullying organizations, Marine Envir

Organizations: Memberships

I am a member of Triathlon, Swimming and diving clubs in Boca Raton and South Florida.

I understand that in accordance with the Florida Sunshine Law, this information may be made public. I understand that the appointment is for voluntary, uncompensated service. If appointed, I agree to faithfully and fully perform the duties of my office, will make every endeavor to serve my full term, and will comply with all laws and ordinances of the City, County and State of Florida, particularly those pertaining to the conduct of public officials and the financial disclosure requirements, if applicable to my position.

Signature:



Date: 04/11/23

Print Name: Aristotle Ginarte

Return completed application to:

City Clerk's Office

150 NE 2nd Avenue, Deerfield Beach, FL 33441

Phone: 954-480-4213

Website: www.deerfield-beach.com

Fax: 954-480-4323

E-mail: web.clerk@deerfield-beach.com

PLEASE NOTE: Resumes/Additional information may be included; however, the application MUST be completed.



March 9, 2023

Dennis Bonner, Jr.
866 SE 12th Terrace
Deerfield Beach, FL 33441

RE: Marine Advisory Board

Dear Mr. Bonner:

Your current term on the **Marine Advisory Board** of the City of Deerfield Beach expires on May 15, 2023. Upon receipt of an affirmative response, it will be placed on the agenda for the Commission's consideration.

Whether or not you desire to continue to serve on the Marine Advisory Board, the Commission would like to have the benefit of your knowledge gained while serving. Any suggestions you might have for improvements or other modifications may be sent to my office and I will forward them to the Commission for its perusal. In this way, we hope to improve the service of all advisory boards in the City of Deerfield Beach.

Irrespective of your decision, I would like to take this opportunity to express on behalf of the City our appreciation for the service you have rendered to our residents and also recognize the sacrifices of your time and efforts in contributing to the success of the Board.

Should you have any questions or further assistance is required, please contact the City Clerk's Office at (954) 480-4213.

Sincerely,

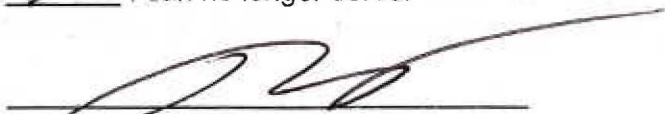

Heather Montemayor, CMC
City Clerk

HM/tb

Please return the letter with your reply to the City Clerk's Office by April 3, 2023. A self-addressed envelope is enclosed for your convenience.

☐ I would like to serve another term on the Marine Advisory Board.

☒ I can no longer serve.


Dennis Bonner, Jr. (sign here)



MARINE ADVISORY BOARD

Creating Authority:

Ordinance No. 2013/020

Method of Appointment:

Ordinance No. 2013/020 - Five (5) Regular Members; Five (5) Alternate Members

Qualifications:

All members of the board shall either reside with the City or have his/her principal place of business in the City with preference to city residents.

Financial Disclosure:

None

Compensation:

None

Liaison:

Patrick Bardes, Coastal and Waterway Coordinator, (954) 480-1426

Meeting Dates:

3rd Thursday of each month, 6:00 p.m. in the City Commission Chambers, City Hall

Functions and Responsibilities:

The Marine Advisory Board shall develop information and provide recommendations for programs, regulations and other actions to insure a well maintained, safe, healthy and friendly marine environment for the residents of the City and visitors to the City.

The Board shall elect a chair and a vice chair to preside at its meetings and shall also elect such other officers, as the Board may deem necessary.

Name <i>Regular Members</i>	Address	Phone	Replaces	Resolution Number	Date Appointed	Term Expires
VACANT (Mayor)			HENDRICKSON			5/15/25
Sacha Ramon (District 1)	944 SE 5 th Street Deerfield Beach, FL 33441	305-610-0655	SELF	2019/051	05/07/19	5/15/23
VACANT (District 2)			NEW			
Melvin Nass (District 3)	3081 Oakridge U Deerfield Beach, FL 33442	684-6881	SELF	2021/067	05/04/21	5/15/25
Chauncey Chapman (District 4)	191 NW 47 th Ave Deerfield Beach, FL 33442	510-506-2500	NEW	2021/102	07/20/21	05/15/25

Name <i>Alternate Members</i>	Address	Phone	Replaces	Resolution Number	Date Appointed	Term Expires
VACANT (Mayor)			NEW			
Dennis J Bonner, Jr. (District 1)	866 SE 12th Terrace, Deerfield Beach, FL 33441	(305) 759-4587 (h) (305) 728-9825 (c)	DIPPLE	2022/044	04/05/22	5/15/23
VACANT (District 2)			NEW			
Robert Streather (District 3)	1047 NE 34th CT Oakland Park, FL 33334	954-913-9142	NEW	2021/040	04/06/21	5/15/25
VACANT (District 4)			CHAPMAN			5/15/25



City of Deerfield Beach

150 NE 2nd Ave
Deerfield Beach, FL
33441
954-480-4200

Face Sheet File Number: I.D. 2023-1837

Agenda Date: 5/2/2023

Status: CONSENT - BOARD
APPOINTMENTS

In Control: City Commission

Title

Resolution 2023/ - A Resolution of the City Commission of the City of Deerfield Beach, Florida, reappointing Michael Lubin and appointing Angeline Isen as regular members to the Education Advisory Board; and providing for an effective date.

Recommended Action

Commission to vote on Resolution

Voting Requirement

Adoption requires a 3/5 vote of the City Commission

Background/History

The Education Advisory Board (the "Board") was created in 2017 to participate in information exchange and serve as a liaison between the schools, the community, and the City Commission. The Board consists of five members, with an appointment by each elected official.

Current Activity

Michael Lubin has expressed an interest in continuing to serve on the Board and has been nominated by Commissioner Michael Hudak. Gwyndolen Clarke-Reed has advised that she wishes to no longer serve on the Board. Angeline Isen has expressed an interest in serving on the Board and has been nominated by Commissioner Ben Preston. Upon approval of this Resolution, the Board will have no vacancies.

Recommendation

Approval is recommended.

RESOLUTION NO. 2023/

**A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF
DEERFIELD BEACH, FLORIDA, REAPPOINTING MICHAEL LUBIN
AND APPOINTING ANGELINE ISEN AS REGULAR MEMBERS TO
THE EDUCATION ADVISORY BOARD; AND PROVIDING FOR AN
EFFECTIVE DATE**

WHEREAS, the City of Deerfield Beach (the “City”) established an advisory board known as the Education Advisory Board (“Board”) pursuant to Section 2-204 of the City Code of Ordinances (the “Code”) to serve as a liaison between the schools, community, and the City Commission, among other duties provided for in accordance with Section 2-207 of the Code; and

WHEREAS, pursuant to Section 2-205 of the Code, the Board shall be composed of five regular members, and the Mayor and each Commissioner shall appoint one member; and

WHEREAS, the members of the Board are appointed by and serve at the pleasure of the City Commission for terms that expire on May 15th of the year that the term of the appointing Commissioner/Mayor expires; and

WHEREAS, Michael Lubin has expressed an interest in continuing to serve on the Board;

WHEREAS, Gwyndolen Clarke-Reed, a regular member of the Board, no longer wishes to continue to serve on the Board after her term expires on May 15, 2023, thereby creating a vacancy on the Board; and

WHEREAS, Angeline Isen has expressed an interest to join the Board as a regular member.

**NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE
CITY OF DEERFIELD BEACH, FLORIDA, AS FOLLOWS:**

Section 1. The above referenced “Whereas” clauses are true and correct and made a part of this Resolution.

Section 2. Michael Lubin is hereby reappointed to serve as a regular member of the Board for a term commencing on May 16, 2023 and ending on May 15, 2027.

Section 3. Angeline Isen is hereby appointed to serve as a regular member of the Board for a term commencing on May 16, 2023 and ending on May 15, 2027.

Section 4. Michael Lubin and Angeline Isen shall serve without compensation.

Section 5. This Resolution shall take effect immediately upon adoption.

PASSED AND ADOPTED THIS ____ DAY OF _____, 2023.

BILL GANZ, MAYOR

ATTEST:

HEATHER MONTEMAYOR, CITY CLERK



Nominating Form

Application for Appointment to Board or Committee

Date: March 31, 2023

The attached application from Michael Lubin for the

Education Advisory Board

has been received.

The board's liaison has verified that the applicant is qualified and that all prerequisites have been met.

☒ Regular Member

☐ Alternate Member

Please place this application on an upcoming agenda for consideration for appointment.

Signature:

Date:

Appointing
Elected Official:

☐ Mayor Bill Ganz

☐ Vice Mayor Bernie Parness

☒ Commissioner Michael Hudak

☐ Commissioner Ben Preston

☐ Commissioner Todd Drosky

Please return to City Administration for processing.



March 9, 2023

Michael Lubin
16 Little Harbor Way
Deerfield Beach, FL 33441

RE: Education Advisory Board

Dear Mr. Lubin:

Your current term on the **Education Advisory Board** of the City of Deerfield Beach expires on May 15, 2023. Upon receipt of an affirmative response, it will be placed on the agenda for the Commission's consideration.

Whether or not you desire to continue to serve on the Education Advisory Board, the Commission would like to have the benefit of your knowledge gained while serving. Any suggestions you might have for improvements or other modifications may be sent to my office and I will forward them to the Commission for its perusal. In this way, we hope to improve the service of all advisory boards in the City of Deerfield Beach.

Irrespective of your decision, I would like to take this opportunity to express on behalf of the City our appreciation for the service you have rendered to our residents and also recognize the sacrifices of your time and efforts in contributing to the success of the Board.

Should you have any questions or further assistance is required, please contact the City Clerk's Office at (954) 480-4213.

Sincerely,



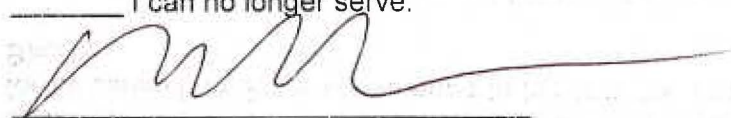
Heather Montemayor OMC
City Clerk

HM/tb

Please return the letter with your reply to the City Clerk's Office by April 3, 2023. A self-addressed envelope is enclosed for your convenience.

X I would like to serve another term on the Education Advisory Board.

 I can no longer serve.



Michael Lubin (sign here)



Nominating Form

Application for Appointment to Board or Committee

Date: March 30, 2023

The attached application from Angeline Isen for the Education Advisory Board has been received.

The board's liaison has verified that the applicant is qualified and that all prerequisites have been met.

- ☒ Regular Member
☐ Alternate Member

Please place this application on an upcoming agenda for consideration for appointment.

 3-30-23

Signature:

Date:

Appointing
Elected Official:

- ☐ Mayor Bill Ganz
☐ Vice Mayor Bernie Parness
☐ Commissioner Michael Hudak
☒ Commissioner Ben Preston
☐ Commissioner Todd Drosky

**CITY OF DEERFIELD BEACH
RECEIVED**

MAR 30 2023

CITY CLERK'S OFFICE

Please return to City Administration for processing.



City of Deerfield Beach
Application for Advisory Board or Committee

Advisory Board or Committee you are applying for:

Education Advisory Board
District 2

Are you willing to be considered for an alternate Board or Committee?

Yes

☐

No

☒

Name Angeline Isen

Address 1250 SW 10th Terrace

City Deerfield Beach

State

FL

Zip

33441

I reside in District # (can be found on back of your Voter Registration Card)

Year-Round Resident?

Yes

☒

No

☐

If No, how what months are you away?

Home Phone

Work/Mobile Phone

954-496-5921

E-mail Simmyisen@gmail.com

Employer 360 Dots

Address 200 W Camino Real Boca Raton FL

Occupation (if retired, please indicate and list former occupation)

Marketing Manager

Please list any governmental Advisory Boards or Committees on which you currently serve:

None

Complete the following. Please describe those facets of your background/experience which you feel may be useful for membership on this Board/Committee.

Academic: Degrees, Diplomas

Bachelors of science Marketing Comms.
MBA summer 2024

Professional: Certification(s)

Knowledge: Training, interest or experience

Leadership courses at FAU.
Speaker
Presenter.

Community Involvement: List organizations/positions

Organizations: Memberships

I understand that in accordance with the Florida Sunshine Law, this information may be made public. I understand that the appointment is for voluntary, uncompensated service. If appointed, I agree to faithfully and fully perform the duties of my office, will make every endeavor to serve my full term, and will comply with all laws and ordinances of the City, County and State of Florida, particularly those pertaining to the conduct of public officials and the financial disclosure requirements, if applicable to my position.

Signature: 

Date: 03/30/2023

Print Name: Angeline Isen

Return completed application to:
City Clerk's Office
150 NE 2nd Avenue, Deerfield Beach, FL 33441
Phone: 954-480-4213
Website: www.deerfield-beach.com

Fax: 954-480-4323
E-mail: web.clerk@deerfield-beach.com

PLEASE NOTE: Resumes/Additional Information may be included; however, the application MUST be completed.



March 9, 2023

Gwyndolen Clarke - Reed
1430 SW 6th Way
Deerfield Beach, FL 33441

RE: Cultural Committee

Dear Ms. Clarke - Reed:

Your current term on the **Education Advisory Board** of the City of Deerfield Beach expires on May 15, 2023. Upon receipt of an affirmative response, it will be placed on the agenda for the Commission's consideration.

Whether or not you desire to continue to serve on the Education Advisory Board, the Commission would like to have the benefit of your knowledge gained while serving. Any suggestions you might have for improvements or other modifications may be sent to my office and I will forward them to the Commission for its perusal. In this way, we hope to improve the service of all advisory boards in the City of Deerfield Beach.

Irrespective of your decision, I would like to take this opportunity to express on behalf of the City our appreciation for the service you have rendered to our residents and also recognize the sacrifices of your time and efforts in contributing to the success of the Board.

Should you have any questions or further assistance is required, please contact the City Clerk's Office at (954) 480-4213.

Sincerely,

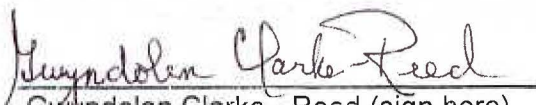

Heather Montemayor, CMC
City Clerk

HM/tb

Please return the letter with your reply to the City Clerk's Office by April 3, 2023. A self-addressed envelope is enclosed for your convenience.

_____ I would like to serve another term on the Education Advisory Board.

☒ I can no longer serve.


Gwyndolen Clarke - Reed (sign here)



EDUCATION ADVISORY BOARD

Creating Authority:

Ordinance No. 2017/020

Method of Appointment:

Ordinance No. 2017/020 – Five (5) Regular Members

Qualifications:

All members of the Board shall reside within the City of Deerfield Beach

All members of the Board shall be current or former educators or parents/guardians of current students

Financial Disclosure:

None

Compensation:

None

Liaison:

Jonathan Salas, Director of Community Services, (954) 480-4464

Meeting Dates:

1st Wednesday of the month at 7:00 p.m. at the Hillsboro Community Center

Functions and Responsibilities:

The Education Advisory Board shall participate in information exchange via newsletters and principals' offices with the administration of each school, serve as liaison between the schools, the community and the City Commission.

The Board also coordinates the activities of the City with those activities of local schools, colleges and universities in order to promote educational opportunities for residents of the City and promote programs and community involvement relating to education. With permission from the Mayor, the Chair can meet with members of the Broward County School Board on behalf of the Commission.

Name Regular Members	Address	Phone	Replaces	Resolution Number	Date Appointed	Term Expires
Dorothy Plaut (Mayor)	Dorothy Plaut 3920 NW 4th Court Deerfield Beach, FL 33442	954-254-2032	MENDES	2021/150	10/19/21	05/15/25
Michael Lubin (District 1)	16 Little Harbor Way Deerfield Beach, FL 33441	954-415-6812	NEW	2019/050	05/16/19	05/15/23
Gwyndolen Clarke - Reed (District 2)	1430 SW 6 th Way Deerfield Beach, FL 33441	480-9340 856-9798 (C)	SELF	2019/050	05/16/19	05/15/23
Karen Shelly (District 3)	190 Durham D Deerfield Beach, FL 33442	561-350-2572	SELF	2021/065	05/04/21	05/15/25
Lisbeth Linert (District 4)	4043 NW 4th Ct Deerfield Beach, FL 33442	954-831-9843 (h) 305-968-7834 (c)	BRIGHTON	2023/025	02/07/23	05/15/25



City of Deerfield Beach

150 NE 2nd Ave
Deerfield Beach, FL
33441
954-480-4200

Face Sheet File Number: I.D. 2023-1835

Agenda Date: 5/2/2023

Status: CONSENT - AGREEMENTS &
EXPENDITURE REQUESTS

In Control: City Commission

Title

Resolution 2023/ - A Resolution of the City Commission of the City of Deerfield Beach, Florida, approving the Second Amendment to the Agreement with Robert Half International, Inc. for temporary staffing, direct-hire, and other employer services to increase the not to exceed amount from \$500,000.00 to \$675,000.00; providing for execution, conflicts, and an effective date. (Funds from Account #001-0600-513-32-99 - Other Contractual Services, #001-0635-513-32-99 - Other Contractual Services, & #001-1400-513-32-99 - Other Contractual Services)

Recommended Action

Commission to vote on Resolution

Voting Requirement

Adoption requires a 3/5 vote of the City Commission

Fiscal Impact

Costs: \$175,000 (additional anticipated cost)

Account Name: Other Contractual Services

Account Number: 001-0600-513-32-99

Secondary Account Name: Other Contractual Services

Secondary Account Number: 001-0635-513-32-99

Tertiary Account Name: Other Contractual Services

Tertiary Account Number: 001-1400-513-32-99

Background/History

Due to ongoing position vacancies and unsuccessful recruitment efforts to fill key positions, the City is in need and anticipating the continuation of temporary professional services to supplement our internal staffing. The temporary staff has proven valuable in preventing the impact of the loss of productivity in Financial Services and various other departments, and our ability to complete initiatives timely and efficiently. The City of Deerfield Beach has a current contract with Robert Half through the Houston-Galveston Area Council ("H-GAC").

Current Activity

Financial Services is utilizing three temporary employees as a Budget Analyst in the Budget and Performance Division and as a Senior Accountant and Accounting Manager within the Accounting and Treasury Management Division. These temporary staff personnel live locally in southeast Florida and assist with budget development, fiscal year-end, and monthly reconciliation assignments, as well as assisting with the ERP development and implementation. Funding for their services will come from the vacancy savings related to the Budget Analyst, Senior Accountant, and Accounting Manager positions and therefore require no increase in overall budget appropriation. As these positions are filled, it is anticipated that the need for temporary staffing will decline.

In addition, the City recently executed a competitive procurement for temporary employment services to include position types typically needed across multiple departments for services provided throughout the City. Increasing the contract will allow the City to be agile in response to any further vacancies that may occur throughout the fiscal year and not lose momentum on the various initiatives in progress, as well as cover the gap until the City completes

the procurement process and is able to award contract(s) for temporary staffing services pursuant to the competitive solicitation.

Recommendation

Staff recommends adoption of the resolution.

RESOLUTION NO. 2023/

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DEERFIELD BEACH, FLORIDA, APPROVING THE SECOND AMENDMENT TO THE AGREEMENT WITH ROBERT HALF INTERNATIONAL, INC. FOR TEMPORARY STAFFING, DIRECT-HIRE, AND OTHER EMPLOYER SERVICES TO INCREASE THE NOT TO EXCEED AMOUNT FROM \$500,000.00 TO \$675,000.00; PROVIDING FOR EXECUTION, CONFLICTS, AND AN EFFECTIVE DATE.

WHEREAS, the City has been able to successfully augment vacant positions and staffing resources for city-wide and department projects and initiatives using temporary staffing agencies; and

WHEREAS, pursuant to Resolution No. 2022/035, the City Commission approved an agreement with Robert Half International, Inc. (“Robert Half”) for a one-year term, with an additional one-year renewal option, for professional services in an amount not to exceed \$160,000.00 (the “Agreement”) to support the temporary staffing of a Senior Budget Analyst and a Senior Accountant, utilizing the terms of the Houston-Galveston Area Council of Governments Cooperative Purchasing Program Contract TS06-21; and

WHEREAS, pursuant to Resolution No. 2022/166, the City Commission approved an amendment to the Agreement (the “First Amendment”) to expand the scope of temporary staffing services and to increase the not to exceed Agreement amount to \$500,000.00; and

WHEREAS, due to the City’s ongoing position vacancies and the extended length of recruitment to fill vacant positions, the City has a continued need to utilize temporary staffing services for financial and accounting support services, which will supplement the current City internal staff; and

WHEREAS, the continued utilization of temporary staffing services will enable the City to be agile in its response to any further vacancies that may occur throughout the fiscal year and enable to the City to efficiently carry out various City initiatives that are currently in progress, and cover the gap until the City completes the procurement process related to temporary services and that new contract(s) is awarded; and

WHEREAS, due to the City’s needs, the parties determined that the current not to exceed amount in the Agreement needs to be increased to \$675,000.00; and

WHEREAS, staff recommends that the City Commission approve and authorize the execution of the Second Amendment with Robert Half, attached as Exhibit “A”, to increase the not-to-exceed Agreement amount to \$675,000.00 (the “Second Amendment”).

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF DEERFIELD BEACH, FLORIDA, AS FOLLOWS:

Section 1. The above referenced “Whereas” clauses are true and correct and made a part of this Resolution.

Section 2. The City Commission hereby approves the Second Amendment to the Agreement with Robert Half, attached as Exhibit “A,” to increase the not-to-exceed Agreement amount to \$675,000.00.

Section 3. The City Manager is authorized to execute the Second Amendment, attached as Exhibit “A”, together with such non-substantial changes as are acceptable to the City Manager and approved as to form and legal sufficiency by the City Attorney.

Section 4. All resolutions or parts of resolutions in conflict with this Resolution are hereby repealed to the extent of such conflict.

Section 5. This Resolution shall take effect immediately upon adoption.

PASSED AND ADOPTED THIS _____ DAY OF _____, 2023.

BILL GANZ, MAYOR

ATTEST:

HEATHER MONTEMAYOR, CITY CLERK

**SECOND AMENDMENT TO
PROFESSIONAL SERVICES AGREEMENT BETWEEN
CITY OF DEERFIELD BEACH
AND
ROBERT HALF INTERNATIONAL, INC.**

This Second Amendment is entered into by and between the City of Deerfield Beach ("City") a municipal corporation, and Robert Half International, Inc., a Delaware Corporation ("Contractor") as follows:

W I T N E S S E T H:

WHEREAS, the City and Contractor entered into an agreement (the "Agreement") for professional services for the City's Financial Services Department pursuant to an Interlocal Agreement for cooperative purchasing with the Houston-Galveston Area Council ("HGAC"); and

WHEREAS, pursuant to Resolution No. 2022/166, on November 4, 2022, the City and Contractor entered into a First Amendment to the Agreement to expand the scope of temporary staffing services and to increase the not to exceed agreement amount to \$500,000.00; and

WHEREAS, due to the City's ongoing position vacancies and the extended length of recruitment to fill vacant positions, the City has a continued need to utilize temporary staffing services for financial and accounting support services which will supplement the current City internal staff from Robert Half; and

WHEREAS, the cost to the City for the City's continued anticipated need for the temporary staffing services from Contractor is not-to- exceed an additional \$175,000.00; and

WHEREAS, on _____, 2023, the City Commission adopted Resolution No. 2023/____, approving this Second Amendment to increase the Not-to-Exceed Amount in the Agreement to \$675,000.00 for the continued utilization of the temporary staffing services; and

WHEREAS, the continuation of the temporary staffing services to the City is in the best interest of the City.

NOW THEREFORE, the parties agree to amend the Agreement as follows:

Section 1. The above referenced Whereas clauses are true and correct and made a part hereof.

Section 2. Section 3 of the Agreement is amended to read as follows¹:

Section 3. Compensation. The City shall compensate Contractor for Services rendered based on the rate ranges provided for in the HGAC Contract. Contractor will provide the City with a letter confirming the engagement of each professional assigned to City. The amount of compensation due to Contractor under this Agreement shall not exceed ~~\$500,000.00~~ \$675,000.00 (the "Not-to-Exceed Amount"). Notwithstanding anything to the contrary in this Agreement, Contractor may at any time, in its sole discretion, discontinue performance of the services once the Not-to-Exceed Amount has been attained (even if Contractor continued to provide services after the Not-to-Exceed Amount was reached).

¹ Additions to existing Agreement text are shown in underline; Deletions to existing Agreement text are shown in ~~strike through~~.

Section 3. All other terms and conditions of the Agreement and the First Amendment shall remain in full force and effect.

IN WITNESS WHEREOF the parties have accepted, made and executed this Second Amendment upon the terms and conditions stated above:

CITY OF DEERFIELD BEACH, a municipal corporation of the State of Florida

ATTEST:

By: _____
DAVID SANTUCCI, CITY MANAGER

Date: _____

HEATHER MONTEMAYOR, CITY CLERK

APPROVED AS TO FORM AND LEGAL SUFFICIENCY FOR THE USE AND RELIANCE OF THE CITY OF DEERFIELD BEACH, ONLY:

ANTHONY C. SOROKA, CITY ATTORNEY

CONTRACTOR MUST EXECUTE THIS AGREEMENT AS INDICATED BELOW.

CONTRACTOR

ATTEST:

(Name of Corporation)

(Witness)

By _____
(Signature)

(Corporate Seal, if applicable)

(Type Name/Title Signed Above)

Date: _____

Attachment "1"

CONTRACT

BETWEEN

**THE HOUSTON-GALVESTON AREA COUNCIL OF GOVERNMENT
COOPERATIVE**

AND

ROBERT HALF INTERNATIONAL, INC.

H-GAC

Houston-Galveston Area Council

P.O. Box 22777 · 3555 Timmons · Houston, Texas 77227-2777

Cooperative Agreement - Contract - Robert Half International, Inc. - Public Services - ID: 6943

GENERAL PROVISIONS

This Agreement is made and entered into, by and between the Houston-Galveston Area Council hereinafter referred to as H-GAC having its principal place of business at 3555 Timmons Lane, Suite 120, Houston, Texas 77027 and Robert Half International, Inc., hereinafter referred to as the Contractor, having its principal place of business at 2884 Sand Hill Road, Menlo Park, CA 94025.

WITNESSETH:

WHEREAS, H-GAC hereby engages the Contractor to perform certain services in accordance with the specifications of the Agreement; and

WHEREAS, the Contractor has agreed to perform such services in accordance with the specifications of the Agreement;

NOW, THEREFORE, H-GAC and the Contractor do hereby agree as follows:

ARTICLE 1: LEGAL AUTHORITY

The Contractor warrants and assures H-GAC that it possesses adequate legal authority to enter into this Agreement. The Contractor's governing body, where applicable, has authorized the signatory official(s) to enter into this Agreement and bind the Contractor to the terms of this Agreement and any subsequent amendments hereto.

ARTICLE 2: APPLICABLE LAWS

The Contractor agrees to conduct all activities under this Agreement in accordance with all federal laws, executive orders, policies, procedures, applicable rules, regulations, directives, standards, ordinances, and laws, in effect or promulgated during the term of this Agreement, including without limitation, workers' compensation laws, minimum and maximum salary and wage statutes and regulations, and licensing laws and regulations. When required, the Contractor shall furnish H-GAC with satisfactory proof of its compliance therewith.

ARTICLE 3: PUBLIC INFORMATION

Except as stated below, all materials submitted to H-GAC, including any attachments, appendices, or other information submitted as a part of a submission or Agreement, are considered public information, and become the property of H-GAC upon submission and may be reprinted, published, or distributed in any manner by H-GAC according to open records laws, requirements of the US Department of Labor and the State of Texas, and H-GAC policies and procedures. In the event the Contractor wishes to claim portions of the response are not subject to the Texas Public Information Act, it shall so; however, the determination of the Texas Attorney General as to whether such information must be disclosed upon a public request shall be binding on the Contractor. H-GAC will request such a determination only if Contractor bears all costs for preparation of the submission. H-GAC is not responsible for the return of creative examples of work submitted. H-GAC will not be held accountable if material from submissions is obtained without the written consent of the contractor by parties other than H-GAC, at any time during the evaluation process.

ARTICLE 4: INDEPENDENT CONTRACTOR

The execution of this Agreement and the rendering of services prescribed by this Agreement do not change the independent status of H-GAC or the Contractor. No provision of this Agreement or act of H-GAC in performance of the Agreement shall be construed as making the Contractor the agent, servant or employee of H-GAC, the State of Texas or the United States Government. Employees of the Contractor are subject to the exclusive control and supervision of the Contractor. The Contractor is solely responsible for employee related disputes and discrepancies, including employee payrolls and any claims arising therefrom.

ARTICLE 5: ANTI-COMPETITIVE BEHAVIOR

Contractor will not collude, in any manner, or engage in any practice which may restrict or eliminate competition or otherwise restrain trade.

ARTICLE 6: SUSPENSION AND DEBARMENT

Debarment and Suspension (Executive Orders 12549 and 12689) – A contract award (2 CFR 180.220) must not be made to parties listed on the government-wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR Part 1966 Comp. p. 189) and 12689 (3 CFR Part 1989 Comp. p. 235), “Debarment and Suspension.” SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

Pursuant to the Federal Rule above, Respondent certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency or by the State of Texas and at all times during the term of the Contract neither it nor its principals will be debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency or by the State of Texas Respondent shall immediately provide the written notice to H-GAC if at any time the Respondent learns that this certification was erroneous when submitted or has become erroneous by reason of changed circumstances. H-GAC may rely upon a certification of the Respondent that the Respondent is not debarred, suspended, ineligible, or voluntarily excluded from the covered contract, unless the H-GAC knows the certification is erroneous.

ARTICLE 7: GOAL FOR CONTRACTING WITH SMALL AND MINORITY BUSINESSES, WOMEN'S BUSINESS ENTERPRISES, AND LABOR SURPLUS AREA FIRMS (if subcontracts are to be let)

H-GAC's goal is to assure that small and minority businesses, women's business enterprises, and labor surplus area firms are used when possible in providing services under a contract. In accordance with federal procurements requirements of 2 CFR §200.321, if subcontracts are to be let, the prime contractor must take the affirmative steps listed below:

1. Placing qualified small and minority businesses and women's business enterprises on solicitation lists;
2. Assuring that small and minority businesses and women's business enterprises are solicited whenever they are potential sources;
3. Dividing total requirements, when economically feasible, into smaller task or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;
4. Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises;
5. Using the services and assistance as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce.
- 6.

Nothing in this provision will be construed to require the utilization of any firm that is either unqualified or unavailable. The Small Business Administration (SBA) is the primary reference and database for information on requirements related to Federal Subcontracting <https://www.sba.gov/federal-contracting/contracting-guide/prime-subcontracting>

NOTE: The term DBE as used in this solicitation is understood to encompass all programs/business enterprises

such as: Small Disadvantaged Business (SDB), Historically Underutilized Business (HUB), Minority Owned Business Enterprise (MBE), Women Owned Business Enterprise (WBE) and Disabled Veteran Business Enterprise (DVBE) or other designation as issued by a certifying agency.

Contractor agrees to work with and assist HGACBuy customer in meeting any DBE targets and goals, as may be required by any rules, processes or programs they might have in place. Assistance may include compliance with reporting requirements, provision of documentation, consideration of Certified/Listed subcontractors, provision of documented evidence that an active participatory role for a DBE entity was considered in a procurement transaction, etc.

ARTICLE 8: SCOPE OF SERVICES

The services to be performed by the Contractor are outlined in an Attachment to this Agreement.

ARTICLE 9: PERFORMANCE PERIOD

This Agreement shall be performed during the period which begins Jun 01 2021 and ends May 31 2024. All services under this Agreement must be rendered within this performance period, unless directly specified under a written change or extension provisioned under Article 21, which shall be fully executed by both parties to this Agreement.

ARTICLE 10: PAYMENT OR FUNDING

Payment provisions under this Agreement are outlined in the Special Provisions. H-GAC will not pay for any expenses incurred prior to the execution date of a contract, or any expenses incurred after the termination date of the contract.

ARTICLE 11: PAYMENT FOR WORK

The H-GAC Customer is responsible for making payment to the Contractor upon delivery and acceptance of the goods or completion of the services and submission of the subsequent invoice.

ARTICLE 12: PAYMENT TERMS/PRE-PAYMENT/QUANTITY DISCOUNTS

If discounts for accelerated payment, pre-payment, progress payment, or quantity discounts are offered, they must be clearly indicated in the Contractor's submission prior to contract award. The applicability or acceptance of these terms is at the discretion of the Customer.

ARTICLE 13: REPORTING REQUIREMENTS

If the Contractor fails to submit to H-GAC in a timely and satisfactory manner any report required by this Agreement, or otherwise fails to satisfactorily render performances hereunder, H-GAC may terminate this agreement with notice as identified in Article 29 of these General Provisions. H-GAC has final determination of the adequacy of performance and reporting by Contractor. Termination of this agreement for failure to perform may affect Contractor's ability to participate in future opportunities with H-GAC. The Contractor's failure to timely submit any report may also be considered cause for termination of this Agreement. Any additional reporting requirements shall be set forth in the Special Provisions of this Agreement.

ARTICLE 14: INSURANCE

Contractor shall maintain insurance coverage for work performed or services rendered under this Agreement as outlined and defined in the attached Special Provisions.

ARTICLE 15: SUBCONTRACTS AND ASSIGNMENTS

Except as may be set forth in the Special Provisions, the Contractor agrees not to assign, transfer, convey, sublet or otherwise dispose of this Agreement or any right, title, obligation or interest it may have therein to any third party without prior written approval of H-GAC. The Contractor acknowledges that H-GAC is not liable to any subcontractor or assignee of the Contractor. The Contractor shall ensure that the performance rendered under all

subcontracts shall result in compliance with all the terms and provisions of this Agreement as if the performance rendered was rendered by the Contractor. Contractor shall give all required notices, and comply with all laws and regulations applicable to furnishing and performance of the work. Except where otherwise expressly required by applicable law or regulation, H-GAC shall not be responsible for monitoring Contractor's compliance, or that of Contractor's subcontractors, with any laws or regulations.

ARTICLE 16: AUDIT

Notwithstanding any other audit requirement, H-GAC reserves the right to conduct or cause to be conducted an independent audit of any transaction under this Agreement, such audit may be performed by the H-GAC local government audit staff, a certified public accountant firm, or other auditors designated by H-GAC and will be conducted in accordance with applicable professional standards and practices. The Contractor understands and agrees that the Contractor shall be liable to the H-GAC for any findings that result in monetary obligations to H-GAC.

ARTICLE 17: TAX EXEMPT STATUS

H-GAC and Customer members are either units of government or qualified non-profit agencies, and are generally exempt from Federal and State sales, excise or use taxes. Respondent must not include taxes in its Response. It is the responsibility of Contractor to determine the applicability of any taxes to an order and act accordingly. Exemption certificates will be provided upon request.

ARTICLE 18: EXAMINATION OF RECORDS

The Contractor shall maintain during the course of the work complete and accurate records of all of the Contractor's costs and documentation of items which are chargeable to H-GAC under this Agreement. H-GAC, through its staff or designated public accounting firm, the State of Texas, and United States Government, shall have the right at any reasonable time to inspect, copy and audit those records on or off the premises by authorized representatives of its own or any public accounting firm selected by H-GAC. The right of access to records is not limited to the required retention period, but shall last as long as the records are retained. Failure to provide access to records may be cause for termination of the Agreement. The records to be thus maintained and retained by the Contractor shall include (without limitation): (1) personnel and payroll records, including social security numbers and labor classifications, accounting for total time distribution of the Contractor's employees working full or part time on the work, as well as cancelled payroll checks, signed receipts for payroll payments in cash, or other evidence of disbursement of payroll payments; (2) invoices for purchases, receiving and issuing documents, and all other unit inventory records for the Contractor's stocks or capital items; and (3) paid invoices and cancelled checks for materials purchased and for subcontractors' and any other third parties' charges.

Contractor agrees that H-GAC will have the right, with reasonable notice, to inspect its records pertaining to purchase orders processed and the accuracy of the fees payable to H-GAC. The Contractor further agrees that the examination of records outlined in this article shall be included in all subcontractor or third-party agreements.

ARTICLE 19: RETENTION OF RECORDS

The Contractor and its subcontractors shall maintain all records pertinent to this Agreement, and all other financial, statistical, property, participant records, and supporting documentation for a period of no less than seven (7) years from the later of the date of acceptance of the final payment or until all audit findings have been resolved. If any litigation, claim, negotiation, audit or other action involving the records has been started before the expiration of the retention period, the records shall be retained until completion of the action and resolution of all issues which arise from it, or until the end of the seven (7) years, whichever is later, and until any outstanding litigation, audit, or claim has been fully resolved.

ARTICLE 20: DISTRIBUTORS, VENDORS, RESELLERS

Contractor agrees and acknowledges that any such designations of distributors, vendors, resellers or the like are for the convenience of the Contractor only and the awarded Contractor will remain responsible and liable for all

obligations under the Contract and the performance of any designated distributor, vendor, reseller, etc. Contractor is also responsible for receiving and processing any Customer purchase order in accordance with the Contract and forwarding of the Purchase Order to the designated distributor, vendor, reseller, etc. to complete the sale or service. H-GAC reserves the right to reject any entity acting on the Contractor's behalf or refuse to add entities after a contract is awarded.

ARTICLE 21: CHANGE ORDERS AND AMENDMENTS

- A. Any alterations, additions, or deletions to the terms of this Agreement, which are required by changes in federal or state law or by regulations, are automatically incorporated without written amendment hereto, and shall become effective on the date designated by such law or by regulation.
- B. To ensure the legal and effective performance of this Agreement, both parties agree that any amendment that affects the performance under this Agreement must be mutually agreed upon and that all such amendments must be in writing. After a period of no less than 30 days subsequent to written notice, unless sooner implementation is required by law, such amendments shall have the effect of qualifying the terms of this Agreement and shall be binding upon the parties as if written herein.
- C. Customers have the right to issue a change order to any purchase orders issued to the Contractor for the purposes of clarification or inclusion of additional specifications, qualifications, conditions, etc. The change order must be in writing and agreed upon by Contractor and the Customer agency prior to issuance of any Change Order. A copy of the Change Order must be provided by the Contractor to, and acknowledged by, H-GAC.

ARTICLE 22: CONTRACT ITEM CHANGES

- A. If a manufacturer discontinues a contracted item, that item will automatically be considered deleted from the contract with no penalty to Contractor. However, H-GAC may at its sole discretion elect to make a contract award to the next lowest Respondent for the item, or take any other action deemed by H-GAC, at its sole discretion, to be in the best interests of its Customers.
- B. If a manufacturer makes any kind of change in a contracted item which affects the contract price, Contractor must advise H-GAC of the details. H-GAC may allow or reject the change at its sole discretion. If the change is rejected, H-GAC will remove the item from its program and there will be no penalty to Contractor. However, H-GAC may at its sole discretion elect to make a contract award to the next lowest Respondent for the item, or take any other action deemed by H-GAC, at its sole discretion, to be in the best interests of its Customers.
- C. If a manufacturer makes any change in a contracted item which does not affect the contract price, Contractor shall advise H-GAC of the details. If the 'new' item is equal to or better than the originally contracted item, the 'new' item shall be approved as a replacement. If the change is rejected H-GAC will remove the item from its program and there will be no penalty to Contractor. However, H-GAC may at its sole discretion elect to make a contract award to the next lowest Respondent for the item or may take any other action deemed by H-GAC at its sole discretion, to be in the best interests of its Customers.
- D. In the case of specifically identified catalogs or price sheets which have been contracted as base bid items or as published options, routine published changes to products and pricing will be automatically incorporated into the contract. However, Contractor must still provide thirty (30) calendar days written notice and an explanation of the changes to products and pricing. H-GAC will respond with written approval.

ARTICLE 23: CONTRACT PRICE ADJUSTMENTS

Price Decreases

If Contractor's Direct Cost decreases at any time during the full term of this award, Contractor must immediately pass the decrease on to H-GAC and lower its prices by the amount of the decrease in Direct Cost. (Direct Cost means Contractor's cost from the manufacturer of any item or if Contractor is the manufacturer, the cost of raw materials required to manufacture the item, plus costs of transportation from manufacturer to Contractor and Contractor to H-GAC. Contractor must notify H-GAC of price decreases in the same way as for price increases set out below. The price decrease shall become effective upon H-GAC's receipt of Contractor's notice. If Contractor routinely offers discounted contract pricing, H-GAC may request Contractor accept amended contract pricing equivalent to the routinely discounted pricing

Price Increases

Contractors may request a price increase for items priced as Base Bid items and Published Options after twelve (12) months from the bid opening date of the bid received by H-GAC. The amount of any increase will not exceed actual documented increase in Contractor's Direct Cost and will not exceed 10% of the previous bid price. Considerations on the percentage limit will be given if the price increase is the result of increased tariff charges, or other economic factors.

Price Changes

Any permanent increase or decrease in offered pricing for a base contract item or published option is considered a price change. Temporary increases in pricing by whatever name (e.g. 'surcharge', 'adjustment', 'equalization charge', 'compliance charge', 'recovery charge', etc.), are also considered to be price changes. For published catalogs and price sheets as part of an H-GAC contract, requests to amend the contract to reflect any new published catalog or price sheet must be submitted whenever the manufacturer publishes a new document. The request must include the new catalog or price sheet.

All Products shall, at time of sale, be equipped as required under any then current applicable local, state, and federal government requirements. If, during the course of any contract, changes are made to any government requirements which cause a manufacturer's costs of production to increase, Contractor may increase pricing to the extent of Contractor's actual cost increase. The increase must be substantiated with support documentation acceptable to H-GAC prior to taking effect. Modifications to a Product required to comply with such requirements which become effective after the date of any sale are the responsibility of the Customer.

Requesting Price Increase/Required Documentation

Contractor must submit a written notification at least thirty (30) calendar days prior to the requested effective date of the change, setting the amount of the increase, along with an itemized list of any increased prices, showing the Contractor's current price, revised price, the actual dollar difference and the percentage of the price increase by line item. Price change requests must include H-GAC Forms D Offered Item Pricing and E Options Pricing, or the documentation used to submit pricing in the original Response and be supported with substantive documentation (e.g. manufacturer's price increase notices, copies of invoices from suppliers, etc.) clearly showing that Contractor's actual costs have increased per the applicable line item bid. The Producer Price Index (PPI) may be used as partial justification, subject to approval by H-GAC, but no price increase based solely on an increase in the PPI will be allowed. This documentation should be submitted in Excel format to facilitate analysis and updating of the website. The letter and documentation must be sent to the Bids and Specifications manager, William Burton, at William.Burton@h-gac.com

Review/Approval of Requests

If H-GAC approves the price increase, Contractor will be notified in writing; no price increase will be effective until Contractor receives this notice. If H-GAC does not approve Contractor's price increase, Contractor may terminate its performance upon sixty (60) days advance written notice to H-GAC, however Contractor must fulfill

any outstanding Purchase Orders. Termination of performance is Contractor's only remedy if H-GAC does not approve the price increase. H-GAC reserves the right to accept or reject any price change request.

ARTICLE 24: DELIVERIES AND SHIPPING TERMS

The Contractor agrees to make deliveries only upon receipt of authorized Customer Purchase Order acknowledged by H-GAC. Delivery made without such Purchase Order will be at Contractor's risk and will leave H-GAC the option of canceling any contract awarded to the Contractor. The Contractor must secure and deliver any item within five (5) working days, or as agreed to on any corresponding customer Purchase Order.

Shipping must be Freight On Board Destination to the delivery location designated on the Customer purchase order. The Contractor will retain title and control of all goods until delivery is completed and the Customer has accepted the delivery. All risk of transportation and all related charges are the responsibility of the Contractor. The Customer will notify the Contractor and H-GAC promptly of any damaged goods and will assist the Contractor in arranging for inspection. The Contractor must file all claims for visible or concealed damage. Unless otherwise stated in the Agreement, deliveries must consist only of new and unused merchandise.

ARTICLE 25: RESTOCKING (EXCHANGES AND RETURNS)

There will be no restocking charge to the Customer for return or exchange of any item purchased under the terms of any award. If the Customer wishes to return items purchased under an awarded contract, the Contractor agrees to exchange, these items for other items, with no additional charge incurred. Items must be returned to Contractor within thirty (30) days from date of delivery. If there is a difference in price in the items exchanged, the Contractor must notify H-GAC and invoice Customer for increase price or provide the Customer with a credit or refund for any decrease in price per Customer's preference. On items returned, a credit or cash refund will be issued by the Contractor to Customer. This return and exchange option will extend for thirty (30) days following the expiration of the term of the Contract. All items returned by the Customer must be unused and in the same merchantable condition as when received. Items that are special ordered may be returned only upon approval of the Contractor.

ARTICLE 26: MANUALS

Each product delivered under contract to any Customer must be delivered with at least one (1) copy of a safety and operating manual and any other technical or maintenance manual. The cost of the manual(s) must be included in the price for the Product offered.

ARTICLE 27: OUT OF STOCK, PRODUCT RECALLS, AND DISCONTINUED PRODUCTS

H-GAC does NOT purchase the products sold pursuant to a Solicitation or Agreement. Contractor is responsible for ensuring that notices and mailings, such as Out of Stock or Discontinued Notices, Safety Alerts, Safety Recall Notices, and customer surveys, are sent directly to the Customer with a copy sent to H-GAC. Customer will have the option of accepting any equivalent product or canceling the item from Customer's Purchase Order. Contractor is not authorized to make substitutions without prior approval.

ARTICLE 28: WARRANTIES, SALES, AND SERVICE

Warranties must be the manufacturer's standard and inclusive of any other warranty requirements stated in the Agreement; any warranties offered by a dealer will be in addition to the manufacturer's standard warranty and will not be a substitute for such. Pricing for any product must be inclusive of the standard warranty.

Contractor is responsible for the execution and effectiveness of all product warranty requests and any claims, Contractor agrees to respond directly to correct warranty claims and to ensure reconciliation of warranty claims that have been assigned to a third party.

ARTICLE 29: TERMINATION PROCEDURES

The Contractor acknowledges that this Agreement may be terminated for Convenience or Default.

H-GAC will not pay for any expenses incurred after the termination date of the contract.

A. Convenience

H-GAC may terminate this Agreement at any time, in whole or in part, with or without cause, whenever H-GAC determines that for any reason such termination is in the best interest of H-GAC, by providing written notice by certified mail to the Contractor. Upon receipt of notice of termination, all services hereunder of the Contractor and its employees and subcontractors shall cease to the extent specified in the notice of termination.

The Contractor may cancel or terminate this Agreement upon submission of thirty (30) days written notice, presented to H-GAC via certified mail. The Contractor may not give notice of cancellation after it has received notice of default from H-GAC.

B. Default

H-GAC may, by written notice of default to the Contractor, terminate the whole or any part of the Agreement, in any one of the following circumstances:

- (1) If the Contractor fails to perform the services herein specified within the time specified herein or any extension thereof; or
- (2) If the Contractor fails to perform any of the other provisions of this Agreement for any reason whatsoever, or so fails to make progress or otherwise violates the Agreements that completion of services herein specified within the Agreement term is significantly endangered, and in either of these two instances does not cure such failure within a period often (10) days (or such longer period of time as may be authorized by H-GAC in writing) after receiving written notice by certified mail of default from H-GAC.
- (3) In the event of such termination, Contractor will notify H-GAC of any outstanding Purchase Orders and H-GAC will consult with the End User and notify the Contractor to what extent the End User wishes the Contractor to complete the Purchase Order. If Contractor is unable to do so, Contractor may be subject to a claim for damages from H-GAC and/or the End User.

ARTICLE 30: SEVERABILITY

H-GAC and Contractor agree that should any provision of this Agreement be determined to be invalid or unenforceable, such determination shall not affect any other term of this Agreement, which shall continue in full force and effect.

ARTICLE 31: FORCE MAJEURE

To the extent that either party to this Agreement shall be wholly or partially prevented from the performance of any obligation or duty placed on such party by reason of or through strikes, stoppage of labor, riot, fire, flood, acts of war, insurrection, accident, order of any court, act of God, or specific cause reasonably beyond the party's control and not attributable to its neglect or nonfeasance, in such event, the time for the performance of such obligation or duty shall be suspended until such disability to perform is removed. Determination of force majeure shall rest solely with H-GAC.

ARTICLE 32: CONFLICT OF INTEREST

No officer, member or employee of the Contractor or subcontractor, no member of the governing body of the Contractor, and no other public officials of the Contractor who exercise any functions or responsibilities in the review or Contractor approval of this Agreement, shall participate in any decision relating to this Agreement which affects his or her personal interest, or shall have any personal or pecuniary interest, direct or indirect, in this Agreement.

- A. Conflict of Interest Questionnaire:** Chapter 176 of the Texas Local Government Code requires contractors contracting or seeking to contract with H-GAC to file a conflict of interest questionnaire (CIQ)

if they have an employment or other business relationship with an H-GAC officer or an officer's close family member. The required questionnaire and instructions are located on the H-GAC website or at the Texas Ethics Commission website <https://www.ethics.state.tx.us/forms/CIQ.pdf>. H-GAC officers include its Board of Directors and Executive Director, who are listed on this website. Respondent must complete and file a CIQ with the Texas Ethics Commission if an employment or business relationship with H-GAC office or an officer's close family member as defined in the law exists.

- B. Certificate of Interested Parties Form – Form 1295:** As required by Section 2252.908 of the Texas Government Code. H-GAC will not enter a Contract with Contractor unless (i) the Contractor submits a disclosure of interested parties form to H-GAC at the time the Contractor submits the contract H-GAC, or (ii) the Contractor is exempt from such requirement. The required form and instructions are located at the Texas Ethics Commission website https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm. Respondents who are awarded a Contract must submit their Form 1295 with the signed Contract to H-GAC.

ARTICLE 33: FEDERAL COMPLIANCE

Contractor agrees to comply with all federal statutes relating to nondiscrimination, labor standards, and environmental compliance. With regards to "Rights to Inventions Made Under a Contract or Agreement," If the Federal award meets the definition of "funding agreement" under 37 CFR § 401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency. Contractor agrees to be wholly compliant with the provisions of 2 CFR 200, Appendix II. Additionally, for work to be performed under the Agreement or subcontract thereof, including procurement of materials or leases of equipment, Contractor shall notify each potential subcontractor or supplier of the Contractor's federal compliance obligations. These may include, but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§ 1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex; (c) the Fair Labor Standards Act of 1938 (29 USC 676 et. seq.), (d) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794), which prohibits discrimination on the basis of handicaps and the Americans with Disabilities Act of 1990; (e) the Age Discrimination in Employment Act of 1967 (29 USC 621 et. seq.) and the Age Discrimination Act of 1974, as amended (42 U.S.C. §§ 6101-6107), which prohibits discrimination on the basis of age; (f) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (g) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to the nondiscrimination on the basis of alcohol abuse or alcoholism; (h) §§ 523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. 290 dd-3 and 290 ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (i) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. § 3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; (j) any other nondiscrimination provisions in any specific statute(s) applicable to any Federal funding for this Agreement; (k) the requirements of any other nondiscrimination statute(s) which may apply to this Agreement; (l) applicable provisions of the Clean Air Act (42 U.S.C. §7401 et seq.), the Federal Water Pollution Control Act, as amended (33 U.S.C. §1251 et seq.), Section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and the Environmental Protection Agency regulations at 40 CFR Part 15; (m) applicable provisions of the Davis- Bacon Act (40 U.S.C. 276a - 276a-7), the Copeland Act (40 U.S.C. 276c), and the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-332), as set forth in Department of Labor Regulations at 20 CFR 5.5a; (n) the mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (P.L. 94-163).

ARTICLE 34: CRIMINAL PROVISIONS AND SANCTIONS

The Contractor agrees to perform the Agreement in conformance with safeguards against fraud and abuse as set forth by the H-GAC, the State of Texas, and the acts and regulations of any related state or federal agency. The Contractor agrees to promptly notify H-GAC of any actual or suspected fraud, abuse, or other criminal activity through the filing of a written report within twenty-four (24) hours of knowledge thereof. Contractor shall notify H-GAC of any accident or incident requiring medical attention arising from its activities under this Agreement within twenty-four (24) hours of such occurrence. Theft or willful damage to property on loan to the Contractor from H-GAC, if any, shall be reported to local law enforcement agencies and H-GAC within two (2) hours of discovery of any such act.

The Contractor further agrees to cooperate fully with H-GAC, local law enforcement agencies, the State of Texas, the Federal Bureau of Investigation and any other duly authorized investigative unit, in carrying out a full investigation of all such incidents.

The Contractor shall notify H-GAC of the threat of lawsuit or of any actual suit filed against the Contractor pertaining to this Agreement or which would adversely affect the Contractor's ability to perform services under this Agreement.

ARTICLE 35: INDEMNIFICATION AND RECOVERY

H-GAC's liability under this Agreement, whether for breach of contract, warranty, negligence, strict liability, in tort or otherwise, is limited to its order processing charge. In no event will H-GAC be liable for any loss of use, loss of time, inconvenience, commercial loss, lost profits or savings or other incidental, special or consequential damages to the full extent such use may be disclaimed by law. Contractor agrees, to the extent permitted by law, to defend and hold harmless H-GAC, its board members, officers, agents, officials, employees and indemnities from any and all claims, costs, expenses (including reasonable attorney fees), actions, causes of action, judgments, and liens arising as a result of Contractor's negligent act or omission under this Agreement. Contractor shall notify H-GAC of the threat of lawsuit or of any actual suit filed against Contractor relating to this Agreement.

ARTICLE 36: LIMITATION OF CONTRACTOR'S LIABILITY

Except as specified in any separate writing between the Contractor and an END USER, Contractor's total liability under this Agreement, whether for breach of contract, warranty, negligence, strict liability, in tort or otherwise, but excluding its obligation to indemnify H-GAC, is limited to the price of the particular products/services sold hereunder, and Contractor agrees either to refund the purchase price or to repair or replace product(s) that are not as warranted. In no event will Contractor be liable for any loss of use, loss of time, inconvenience, commercial loss, loss of profits or savings or other incidental, special or consequential damages to the full extent such use may be disclaimed by law. Contractor understands and agrees that it shall be liable to repay and shall repay upon demand to END USER any amounts determined by H-GAC, its independent auditors, or any agency of State or Federal government to have been paid in violation of the terms of this Agreement.

ARTICLE 37: TITLES NOT RESTRICTIVE

The titles assigned to the various Articles of this Agreement are for convenience only. Titles shall not be considered restrictive of the subject matter of any Article, or part of this Agreement.

ARTICLE 38: JOINT WORK PRODUCT

This Agreement is the joint work product of H-GAC and the Contractor. This Agreement has been negotiated by H-GAC and the Contractor and their respective counsel and shall be fairly interpreted in accordance with its terms and, in the event of any ambiguities, no inferences shall be drawn against any party.

ARTICLE 39: PROCUREMENT OF RECOVERED MATERIAL

H-GAC and the Respondent must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include: (1) procuring only items

designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; (2) procuring solid waste management services in a manner that maximizes energy and resource recovery; and (3) establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines. Pursuant to the Federal Rule above, as required by the Resource Conservation and Recovery Act of 1976 (42 U.S.C. § 6962(c)(3)(A)(i)), Respondent certifies that the percentage of recovered materials content for EPA-designated items to be delivered or used in the performance of the Contract will be at least the amount required by the applicable contract specifications or other contractual requirements.

ARTICLE 40: COPELAND “ANTI-KICKBACK” ACT

Contractor shall comply with 18 U.S.C. § 874, 40 U.S.C. § 3145, and the requirements of 29 C.F.R. pt. 3 as may be applicable, which are incorporated by reference into the contract. The contractor or subcontractor shall insert in any subcontracts the clause above and such other clauses as appropriate agency instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these contract clauses. A breach of the contract clauses above may be grounds for termination of the Contract, and for debarment as a contractor and subcontractor as provided in 29 C.F.R. § 5.12.

ARTICLE 41: DISCRIMINATION

Respondent and any potential subcontractors shall comply with all Federal statutes relating to nondiscrimination. These include, but are not limited to:

- a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352), which prohibits discrimination on the basis of race, color, or national origin;
- b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex;
- c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. §794), which prohibits discrimination on the basis of handicaps;
- d) The Age Discrimination Act of 1975, as amended (42 U.S.C. §§6101- 6107), which prohibits discrimination on the basis of age;
- e) The Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse;
- f) The Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism;
- g) Sections 523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. §§290 dd-3 and 290 ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records;
- h) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§3601 et seq.), as amended, relating to nondiscrimination in the sale, rental, or financing of housing;
- i) Any other nondiscrimination provisions in the specific statute(s) under which application for Federal assistance is being made; and
- j) The requirements of any other nondiscrimination statute(s) that may apply to the application.

ARTICLE 42: DRUG FREE WORKPLACE

Contractor must provide a drug-free workplace in accordance with the Drug-Free Workplace Act, as applicable. For the purposes of this Section, “drug-free” means a worksite at which employees are prohibited from engaging in the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance. H-GAC may request a copy of this policy.

ARTICLE 43: APPLICABILITY TO SUBCONTRACTORS

Respondent agrees that all contracts it awards pursuant to the contract awarded as a result of this Agreement will be bound by the foregoing terms and conditions.

ARTICLE 44: WARRANTY AND COPYRIGHT

Submissions must include all warranty information, including items covered, items excluded, duration, and renewability. Submissions must include proof of licensing if using third party code for programming.

ARTICLE 45: DATA HANDLING AND SECURITY

It will always be the responsibility of the selected Contractor to manage data transfer and to secure all data appropriately during the project to prevent unauthorized access to all data, products, and deliverables.

ARTICLE 46: DISPUTES

All disputes concerning questions of fact or of law arising under this Agreement, which are not addressed within the Whole Agreement as defined pursuant to Article 4 hereof, shall be decided by the Executive Director of H-GAC or his designee, who shall reduce his decision to writing and provide notice thereof to the Contractor. The decision of the Executive Director or his designee shall be final and conclusive unless, within thirty (30) days from the date of receipt of such notice, the Contractor requests a rehearing from the Executive Director of H-GAC. In connection with any rehearing under this Article, the Contractor shall be afforded an opportunity to be heard and offer evidence in support of its position. The decision of the Executive Director after any such rehearing shall be final and conclusive. The Contractor may, if it elects to do so, appeal the final and conclusive decision of the Executive Director to a court of competent jurisdiction. Pending final decision of a dispute hereunder, the Contractor shall proceed diligently with the performance of the Agreement and in accordance with H-GAC's final decision.

ARTICLE 47: CHOICE OF LAW: VENUE

This Agreement shall be governed by the laws of the State of Texas. Venue and jurisdiction of any suit or cause of action arising under or in connection with the Agreement shall lie exclusively in Harris County, Texas. Disputes between END USER and Contractor are to be resolved in accordance with the law and venue rules of the state of purchase. Contractor shall immediately notify H-GAC of such disputes.

ARTICLE 48: ORDER OF PRIORITY

In the case of any conflict between or within this Agreement, the following order of priority shall be utilized: 1) General Provisions, 2) Special Provisions, 3) Scope of Work, and, 4) Other Attachments.

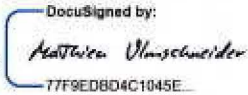
ARTICLE 49: WHOLE AGREEMENT

The General Provisions, Special Provisions, and Attachments, as provided herein, constitute the complete Agreement ("Agreement") between the parties hereto, and supersede any and all oral and written agreements between the parties relating to matters herein. Except as otherwise provided herein, this Agreement cannot be modified without written consent of the parties.

SIGNATURES:

H-GAC and the Contractor have read, agreed, and executed the whole Agreement as of the date first written above, as accepted by:

Robert Half International, Inc.

Signature  77F9ED8D4C1045E...

Name Greg Freeman

Title Vice President

Date 6/22/2021

H-GAC

Signature  82EC270D5D61423...

Name Chuck Wemple

Title Executive Director

Date 6/24/2021

H-GAC

Houston-Galveston Area Council

P.O. Box 22777 · 3555 Timmons · Houston, Texas 77227-2777

Cooperative Agreement - Contract - Robert Half International, Inc. - Public Services - 6943

SPECIAL PROVISIONS

Incorporated by attachment, as part of the whole agreement, H-GAC and the Contractor do, hereby agree to the Special Provisions as follows:

ARTICLE 1: BIDS/PROPOSALS INCORPORATED

In addition to the whole Agreement, the following documents listed in order of priority are incorporated into the Agreement by reference: Bid/Proposal Specifications and Contractor's Response to the Bid/Proposal.

ARTICLE 2: END USER AGREEMENTS ("EUA")

H-GAC acknowledges that the END USER may choose to enter into an End User Agreement ("EUA") with the Contractor through this Agreement, and that the term of the EUA may exceed the term of the current H-GAC Agreement. H-GAC's acknowledgement is not an endorsement or approval of the End User Agreement's terms and conditions. Contractor agrees not to offer, agree to or accept from the END USER, any terms or conditions that conflict with those in Contractor's Agreement with H-GAC. Contractor affirms that termination of its Agreement with H-GAC for any reason shall not result in the termination of any underlying EUA, which shall in each instance, continue pursuant to the EUA's stated terms and duration. Pursuant to the terms of this Agreement, termination of this Agreement will disallow the Contractor from entering into any new EUA with END USERS. Applicable H-GAC order processing charges will be due and payable to H-GAC on any EUAs, surviving termination of this Agreement between H-GAC and Contractor.

ARTICLE 3: MOST FAVORED CUSTOMER CLAUSE

Contractor shall provide its most favorable pricing and terms to H-GAC. If at any time during this Agreement, Contractor develops a regularly followed standard procedure of entering into agreements with other governmental customers within the State of Texas, and offers the same or substantially the same products/services offered to H-GAC on a basis that provides prices, warranties, benefits, and or terms more favorable than those provided to H-GAC, Contractor shall notify H-GAC within ten (10) business days thereafter, and this Agreement shall be deemed to be automatically retroactively amended, to the effective date of Contractor's most favorable past agreement with another entity. Contractor shall provide the same prices, warranties, benefits, or terms to H-GAC and its END USER as provided in its most favorable past agreement. H-GAC shall have the right and option at any time to decline to accept any such change, in which case the amendment shall be deemed null and void. If Contractor claims that a more favorable price, warranty, benefit, or term that was charged or offered to another entity during the term of this Agreement, does not constitute more favorable treatment, than Contractor shall, within ten (10) business days, notify H-GAC in writing, setting forth the detailed reasons Contractor believes the aforesaid offer is not in fact most favored treatment. H-GAC, after due consideration of Contractor's written explanation, may decline to accept such explanation and thereupon this Agreement between H-GAC and Contractor shall be automatically amended, effective retroactively, to the effective date of the most favored agreement, to provide the same prices, warranties, benefits, or terms to H-GAC and the END USER.

EXCEPTION: This clause shall not be applicable to prices and price adjustments offered by a bidder, proposer or contractor, which are not within bidder's/proposer's control [example; a manufacturer's bid concession], or to any prices offered to the Federal Government and its agencies.

ARTICLE 4: PARTY LIABILITY

Contractor's total liability under this Agreement, whether for breach of contract, warranty, negligence, strict liability, in tort or otherwise, is limited to the price of the particular products/services sold hereunder.

Contractor agrees either to refund the purchase price or to repair or replace product(s) that are not as warranted. Contractor accepts liability to repay, and shall repay upon demand to END USER, any amounts determined by H-GAC, its independent auditors, or any state or federal agency, to have been paid in violation of the terms of this Agreement.

ARTICLE 5: GOVERNING LAW & VENUE

Contractor and H-GAC agree that Contractor will make every reasonable effort to resolve disputes with the END USER in accord with the law and venue rules of the state of purchase. Contractor shall immediately notify H-GAC of such disputes.

ARTICLE 6: SALES AND ORDER PROCESSING CHARGE

Contractor shall sell its products to END USERS based on the pricing and terms of this Agreement. H-GAC will invoice Contractor for the applicable order processing charge when H-GAC receives notification of an END USER order. Contractor shall remit to H-GAC the full amount of the applicable order processing charge, after delivery of any product or service and subsequent END USER acceptance. Payment of the Order Processing Charge shall be remitted from Contractor to H-GAC, within thirty (30) calendar days or ten (10) business days after receipt of an END USER's payment, whichever comes first, notwithstanding Contractor's receipt of invoice. For sales made by Contractor based on this Agreement, including sales to entities without Interlocal Agreements, Contractor shall pay the applicable order processing charges to H-GAC. Further, Contractor agrees to encourage entities who are not members of H-GAC's Cooperative Purchasing Program to execute an H-GAC Interlocal Agreement. H-GAC reserves the right to take appropriate actions including, but not limited to, Agreement termination if Contractor fails to promptly remit the appropriate order processing charge to H-GAC. In no event shall H-GAC have any liability to Contractor for any goods or services an END USER procures from Contractor. At all times, Contractor shall remain liable to pay to H-GAC any order processing charges on any portion of the Agreement actually performed, and for which compensation was received by Contractor.

ARTICLE 7: LIQUIDATED DAMAGES

Contractor and H-GAC agree that Contractor shall cooperate with the END USER at the time an END USER purchase order is placed, to determine terms for any liquidated damages.

ARTICLE 8: INSURANCE

Unless otherwise stipulated in Section B of the Bid/Proposal Specifications, Contractor must have the following insurance and coverage minimums:

- a. General liability insurance with a Single Occurrence limit of at least \$1,000,000.00, and a General Aggregate limit of at least two times the Single Occurrence limit.
- b. Product liability insurance with a Single Occurrence limit of at least \$1,000,000.00, and a General Aggregate limit of at least two times the Single Occurrence limit for all Products except Automotive Fire Apparatus. For Automotive Fire Apparatus, see Section B of the Bid/Proposal Specifications.
- c. Property Damage or Destruction insurance is required for coverage of End User owned equipment while in Contractor's possession, custody or control. The minimum Single Occurrence limit is \$500,000.00 and the General Aggregate limit must be at least two times the Single Occurrence limit. This insurance may be carried in several ways, e.g. under an Inland Marine policy, as art of Automobile coverage, or under a Garage Keepers policy. In any event, this coverage must be specifically and clearly listed on insurance certificate(s) submitted to H-GAC.

- d. Insurance coverage shall be in effect for the length of any contract made pursuant to the Bid/Proposal, and for any extensions thereof, plus the number of days/months required to deliver any outstanding order after the close of the contract period.
- e. Original Insurance Certificates must be furnished to H-GAC on request, showing Contractor as the insured and showing coverage and limits for the insurances listed above.
- f. If any Product(s) or Service(s) will be provided by parties other than Contractor, all such parties are required to carry the minimum insurance coverages specified herein, and if requested by H-GAC, a separate insurance certificate must be submitted for each such party.
- g. H-GAC reserves the right to contact insurance underwriters to confirm policy and certificate issuance and document accuracy.

ARTICLE 9: PERFORMANCE AND PAYMENT BONDS FOR INDIVIDUAL ORDERS

H-GAC's contractual requirements DO NOT include a Performance & Payment Bond (PPB); therefore, Contractor shall offer pricing that reflects this cost savings. Contractor shall remain prepared to offer a PPB to cover any order if so requested by the END USER. Contractor shall quote a price to END USER for provision of any requested PPB, and agrees to furnish the PPB within ten business (10) days of receipt of END USER's purchase order.

ARTICLE 10: ORDER PROCESSING CHARGE

H-GAC will apply an Order Processing Charge for each sale done through the H-GAC contract, with the exception of orders for motor vehicles. Any pricing submitted must include this charge amount per the most current H-GAC schedule. For motor vehicle orders, the Processing Charge is paid by the Customer.

ARTICLE 11: CHANGE OF STATUS

Contractor shall immediately notify H-GAC, in writing, of ANY change in ownership, control, dealership/franchisee status, Motor Vehicle license status, or name. Contractor shall offer written guidance to advise H-GAC if this Agreement shall be affected in any way by such change. H-GAC shall have the right to determine whether or not such change is acceptable, and to determine what action shall be warranted, up to and including cancellation of Agreement.

ARTICLE 11: REQUIREMENTS TO APPLICABLE PHYSICAL GOODS

In the case of physical goods (e.g. equipment, material, supplies, as opposed to services), all Products offered must comply with any applicable provisions of the Texas Business and Commerce Code, Title 1, Chapter 2 and with at least the following:

- a. Be new, unused, and not refurbished.
- b. Not be a prototype as the general design, operation and performance. This requirement is NOT meant to preclude the Contractor from offering new models or configurations which incorporate improvements in a current design or add functionality, but in which new model or configuration may be new to the marketplace.
- c. Include all accessories which may or may not be specifically mentioned in the Agreement, but which are normally furnished or necessary to make the Product ready for its intended use upon delivery. Such accessories shall be assembled, installed and adjusted to allow continuous operation of Product at time of delivery.
- d. Have assemblies, sub-assemblies and component parts that are standard and interchangeable throughout the entire quantity of a Product as may be purchased simultaneously by any Customer.
- e. Be designed and constructed using current industry accepted engineering and safety practices, and materials.
- f. Be available for inspection at any time prior to or after procurement.

ARTICLE 12: TEXAS MOTOR VEHICLE BOARD LICENSING

All that deal in motor vehicles shall maintain current licenses that are required by the Texas Motor Vehicle Commission Code. If at any time during this Agreement term, any required Contractor license is denied, revoked, or not renewed, Contractor shall be in default of this Agreement, unless the Texas Motor Vehicle Board issues a stay or waiver. Contractor shall promptly provide copies of all current applicable Texas Motor Vehicle Board documentation to H-GAC upon request.

ARTICLE 13: INSPECTION/TESTING

All Products sold pursuant to this Agreement will be subject to inspection/testing by or at the direction of H-GAC and/or the ordering Customer, either at the delivery destination or the place of manufacture. In the event a Product fails to meet or exceed all requirements of this Agreement, and unless otherwise agreed in advance, the cost of any inspection and/or testing, will be the responsibility of the Contractor.

ARTICLE 14: ADDITIONAL REPORTING REQUIREMENTS

Contractor agrees to submit written quarterly reports to H-GAC detailing all transactions during the previous three (3) month period. Reports must include, but are not limited, to the following information:

- a. Customer Name
- b. Product/Service purchased, including Product Code if applicable
- c. Customer Purchase Order Number
- d. Purchase Order Date
- e. Product/Service dollar amount
- f. HGACBuy Order Processing Charge amount

ARTICLE 15: BACKGROUND CHECKS

Cooperative customers may request background checks on any awarded contractor's employees who will have direct contact with students, or for any other reason they so choose, any may require contractor to pay the cost of obtaining any background information requested by the Customer.

ARTICLE 16: PROHIBITION ON CONTRACTS WITH COMPANIES BOYCOTTING ISRAEL CERTIFICATION

As required by Chapter 2271 of the Texas Local Government Code the Contractor must verify that it 1) does not boycott Israel; and 2) will not boycott Israel during the term of the Contract. Pursuant to Section 2271.001, Texas Government Code:

1. "Boycott Israel" means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes; and
2. "Company" means a for-profit sole proprietorship, organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or any limited liability company, including a wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of those entities or business associations that exist to make a profit.

ARTICLE 17: NO EXCLUDED NATION OR TERRORIST ORGANIZATION CERTIFICATION

As required by Chapter 2252 of the Texas Government Code the Contractor must certify that it is not a company engaged in active business operations with Sudan, Iran, or a foreign terrorist organization – specifically, any company identified on a list prepared and maintained by the Texas Comptroller under Texas Government Code §§806.051, 807.051, or 2252.153. (A company that the U.S. Government affirmatively declares to be excluded from its federal sanctions regime relating to Sudan, Iran, or any federal sanctions regime relating to a foreign terrorist organization is not subject to the contract prohibition.)

ARTICLE 18: PROHIBITION ON CONTRACTING WITH ENTITIES USING CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE EQUIPMENT (Effective Aug. 13, 2020 and as amended October 26, 2020)

Pursuant to 2 CFR 200.216, Contractor shall not offer equipment, services, or system that use covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. "Covered telecommunications equipment or services means 1) telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities); 2) for the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities); 3) telecommunications or video surveillance services provided by such entities or using such equipment; or 4) telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

Contractor must comply with requirements for certifications. The provision at 48 C.F.R Section 52.204-26 requires that Contractors review SAM prior to completing their required representations. This rule applies to all acquisitions, including acquisitions at or below the simplified acquisition threshold and to acquisitions of commercial items, including commercially available off the-shelf items.

ARTICLE 19: BUY AMERICA ACT (National School Lunch Program and Breakfast Program)

With respect to products purchased by Customers for use in the National School Lunch Program and/or National School Breakfast Program, Contractor shall comply with all federal procurement laws and regulations with respect to such programs, including the Buy American provisions set forth in 7 C.F.R. Part 210.21(d), to the extent applicable. Contractor agrees to provide all certifications required by Customer regarding such programs.

In the event Contractor or Contractor's supplier(s) are unable or unwilling to certify compliance with the Buy American Provision, or the applicability of an exception to the Buy American provision, H-GAC Customers may decide not to purchase from Contractor. Additionally, H-GAC Customers may require country of origin on all products and invoices submitted for payment by Contractor, and Contractor agrees to comply with any such requirement.

ARTICLE 20: BUY AMERICA REQUIREMENT (Applies only to Federally Funded Highway and Transit Projects)

With respect to products purchased by Customer for use in federally funded highway projects, Contractor shall comply with all federal procurement laws and regulations with respect to such projects, including the Buy American provisions set forth in 23 U.S.C. Section 313, 23 C.F.R. Section 635.410, as amended, and the Steel and Iron Preference provisions of Texas Transportation Code Section 223.045, to the extent applicable. Contractor agrees to provide all certifications required by Customer regarding such programs. With respect to products purchased by Customer for use in federally funded transit projects, Contractor shall comply with all federal procurement laws and regulations with respect to such projects, including the Buy American provisions set forth in 49 U.S.C. Section 5323(j)(1), 49 C.F.R. Sections 661.6 or 661.12, to the extent applicable. Contractor agrees to provide all certifications required by Customer regarding such programs.

ARTICLE 21: DOMESTIC PREFERENCE

In accordance with 2 CFR 200.322, as appropriate and to the extent consistent with law, a Customer using federal grant award funds should, to the greatest extent practicable, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The Customer must include this requirement in all subawards including all contracts and purchase orders for work or products under the federal grant award. If Contractor intends to qualify for Purchase Orders using federal grant money, the it shall work with the Customer to provide all required certifications and other documentation needed to show compliance.

ARTICLE 22: TITLE VI REQUIREMENTS

H-GAC in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. §§ 2000d to 2000d-4) and the Regulations, hereby notifies all bidders that it will affirmatively ensure that any disadvantaged business enterprises will be afforded full and fair opportunity to submit in response to this Agreement and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award.

ARTICLE 23: EQUAL EMPLOYMENT OPPORTUNITY

Except as otherwise provided under 41 CFR Part 60, all Contracts and Customer Purchase Orders that meet the definition of “federally assisted construction contract” in 41 CFR Part 60-1.3 shall be deemed to include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, “Equal Employment Opportunity” (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., pg.339), as amended by Executive Order 11375, “Amending Executive Order 11246 Relating to Equal Employment Opportunity,” and implementing regulations at 41CFR Part 60, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.”

The equal opportunity clause provided under 41 CFR 60-1.4(b) is hereby incorporated by reference. Contractor agrees that such provision applies to any contract that meets the definition of “federally assisted construction contract” in 41 CFR Part 60-1.3 and agrees that it will comply with such provision.

ARTICLE 24: CLEAN AIR AND WATER POLLUTION CONTROL ACT

Customer Purchase Orders using federal funds must contain a provision that requires the Contractor to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

Pursuant to the Federal Rule above, Contractor certifies that it is in compliance with all applicable provisions of the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387) and will remain in compliance during the term of the Contract.

ARTICLE 25: PREVAILING WAGE

Contractor and any potential subcontractors have a duty to and shall pay the prevailing wage rate under the Davis-Bacon Act, 40 U.S.C. 276a – 276a-5, as amended, and the regulations adopted thereunder contained in 29 C.F.R. pt. 1 and 5.

ARTICLE 26: CONTRACT WORK HOURS AND SAFETY STANDARDS

As per the Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708), where applicable, all Customer Purchase Orders in excess of ,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of

every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

ARTICLE 27: PROFIT AS A SEPARATE ELEMENT OF PRICE

For purchases using federal funds in excess of ,000, a Customer may be required to negotiate profit as a separate element of the price. See, 2 CFR 200.323(b). Contractor agrees to provide information and negotiate with the Customer regarding profit as a separate element of the price for the purchase. Contractor also agrees that the total price, including profit, charged by Contractor to Customer will not exceed the awarded pricing, including any applicable discount, under any awarded contract.

ARTICLE 28: BYRD ANTI-LOBBYING AMENDMENT

Byrd Anti-Lobbying Amendment (31U.S.C. 1352) – Contractors that apply or bid for an award exceeding ,000 must file the required anti-lobbying certification. Each tier must certify to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the Customer. As applicable, Contractor agrees to file all certifications and disclosures required by, and otherwise comply with, the Byrd Anti-Lobbying Amendment (31 USC 1352). Contractor certifies that it is currently in compliance with all applicable provisions of the Byrd Anti-Lobbying Amendment (31 U.S.C. 1352) and will continue to be in compliance throughout the term of the Contract and further certifies that:

1. No Federal appropriated funds have been paid or will be paid by or on behalf of the Contractor, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of a Federal contract, the making of a Federal Grant, the making of a Federal Loan, the entering into a cooperative agreement, and the extension, continuation, renewal, amendment, or modification of a Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing, or attempting to influence, an officer or employee of a Member of Congress in connection with a Federal contract, grant, loan, or cooperative agreement, Contractor shall complete and submit Standard Form – LLL, “Disclosure Form to Report Lobbying”, in accordance with its instructions.
3. Contractor shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subcontractors shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certificate is a prerequisite for making or entering into this transaction imposed by Section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than ,000 and not more than ,000 for each such failure.

ARTICLE 29: COMPLIANCE WITH EPA REGULATIONS APPLICABLE TO GRANTS, SUBGRANTS, COOPERATIVE AGREEMENTS, AND CONTRACTS

Contractor certifies compliance with all applicable standards, orders, regulations, and/or requirements issued pursuant to the Clean Air Act of 1970, as amended (42 U.S.C. 1857(h)), Section 508 of the Clean Water Act, as amended (13 U.S.C. 1368), Executive Order 117389 and Environmental Protection Agency Regulation, 40 CFR Part 15.

ARTICLE 30: COMPLIANCE WITH ENERGY POLICY AND CONSERVATION ACT

Contractor certifies that Contractor will be in compliance with mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94-163, 89 Stat. 871).

FORM F - MARKETING	Invitation No.: TS06-21
Offeror Name:	
Bidder shall provide a written narrative explaining in some detail activities that will be undertaken to actively market and promote an H-GAC contract to local government and non-profit End Users.	
Robert Half will continue to implement the following approach and actions in order to promote HGAC's end-users utilization of the HGACBuy contract: As a current provider under an H-GAC contract, Robert Half would continue to communicate all key contractual parameters and specifics of the H-GAC agreement to our branch offices, equipping them to best market to your member organizations as well as non-member organizations. Our internal staff is trained and experienced in how to direct non-member organizations to becoming part of H-GAC, helping to facilitate them through the sign-up process. Our teams will also review and update skill definitions, pricing, procedural guidelines for placing temporary staff, and all required documentation as dictated by the client agreement. As has been Robert Half's process to date, all relevant H-GAC information, including use of the H-GAC sign-up form, is posted to the Strategic Accounts section of Robert Half's Intranet, the site used by our field staff as a reference and to receive any H-GAC cooperative member updates. This process enables our national salesforce of Staffing Professionals to be knowledgeable and maintain current account information. Robert Half will continue to actively participate and coordinate with H-GAC regarding attendance at trade shows and other public marketing events in order to promote joint marketing efforts. In addition, we will continue to assist H-GAC with internal rollouts to members by drafting marketing material or content for the H-GAC internal member website. These steps along with Robert Half's broad coverage help to ensure candidate availability to H-GAC program members, providing the level of service that members require and have come to expect.	

Attachment A
Robert Half International, Inc.
Temporary Staffing, Direct-Hire and Other Employer Services
Contract No. TS06-21

FORM D1 - PRICING PAGE #1

Cost of services, Mark-up (MU) percentage pricing:

When using the DOL website guidelines, as the Base pricing rate for Temporary Hire:

1.) What is the percentage of **Mark-Up** added to the Base rate for an **Administrative** position?

65%

2.) What is the percentage of **Mark-Up** added to the Base rate for an **Light Industrial** position?

NA

3.) What is the percentage of **Mark-Up** added to the Base rate for an **Heavy Industrial** position?

NA

4.) What is the percentage of **Mark-Up** added to the Base rate for an **IT** position?

70%

5.) What is the minimum conversion time in (hours) for a temporary employee to be hired without incurring a conversion or buyout fee?

Varies from 641 -
1561 depending on
position

6.) Are there any liquidation fees if the above conversion hours are not met?

yes/no > >

Yes

7.) If there are liquidation fees or charges for the above transaction, what

fee: > > >

See below chart

hours: > > >

See below chart

percentage > >

See below chart

OfficeTeam Only

Length of Assignment Fee

0-160 hours 25% of annual starting salary

161-320 hours 20% of annual starting salary

321 - 480 hours 15% of annual starting salary

481 - 640 hours 10% of annual starting salary

641+ hours No Fee

Explain here:

Robert Half Technology, Accountemps, The Creative Group, Robert Half

8.) **Direct-Hire** annual salary **percentage** of Mark-up.

25%

** The annual salary must be equal to or less than hourly rate provided in the job descriptions listed on **Form D - Page #2**, using the multiplier of 2080 hours.

9.) **Direct-Hire** guarantee period in hours.

520

10.) Payrolling percentage of Mark-Up.

NA

Attachment A
Robert Half International, Inc.
Temporary Staffing, Direct-Hire and Other Employer Services
Contract No. TS06-21

FORM D2 - PRICING PAGE #2.1						
Code	Occupation Description	Pricing Range		Mark-Up %	Total	Total
		Low	High	Please Use a Whole Number as the % (MU). Example 25% = 1.25	Low	High
Accounting:						
A01	Accountant I	\$20.30	\$31.90	1.70	\$34.51	\$54.23
A02	Accountant II	\$30.00	\$49.00	1.70	\$51.00	\$83.30
A03	Financial Analyst I	\$21.00	\$32.50	1.70	\$35.70	\$55.25
A04	Financial Analyst II	\$33.00	\$52.80	1.86	\$61.38	\$98.21
A05	Payroll Clerk	\$17.00	\$25.00	1.70	\$28.90	\$42.50
A06	Cost Accounting Specialist	\$22.00	\$44.00	1.70	\$37.40	\$74.80
A07	CPA	\$25.00	\$50.00	1.70	\$42.50	\$85.00
A08	Financial / Business Analyst	\$22.00	\$49.50	1.86	\$40.92	\$92.07
A09	Controller	\$35.20	\$60.00	1.86	\$65.47	\$111.60
A10	Auditor I	\$19.80	\$30.80	1.70	\$33.66	\$52.36
A11	Auditor II	\$29.00	\$48.00	1.70	\$49.30	\$81.60
Administrative Support and Clerical:						
B01	Accounting Clerk I	\$12.00	\$18.00	1.70	\$20.40	\$30.60
B02	Accounting Clerk II	\$18.00	\$21.00	1.70	\$30.60	\$35.70
B03	Accounting Clerk III	\$21.00	\$24.00	1.70	\$35.70	\$40.80
B04	Administrative Assistant	\$13.00	\$19.00	1.65	\$21.45	\$31.35
B05	Call Center Representative	\$15.00	\$26.00	1.65	\$24.75	\$42.90
B06	Copy Machine Operator	\$12.00	\$15.00	1.65	\$19.80	\$24.75
B08	Customer Service Representative I	\$15.00	\$18.00	1.65	\$24.75	\$29.70
B09	Customer Service Representative II	\$18.00	\$22.00	1.65	\$29.70	\$36.30
B10	Customer Service Representative III	\$22.00	\$27.00	1.65	\$36.30	\$44.55
B11	Data Entry Operator I	\$12.00	\$16.00	1.65	\$19.80	\$26.40
B12	Data Entry Operator II	\$16.00	\$20.00	1.65	\$26.40	\$33.00
B13	Document Preparation Clerk	\$12.00	\$18.00	1.65	\$19.80	\$29.70
B14	Executive Assistant	\$19.00	\$29.00	1.65	\$31.35	\$47.85
B15	General Clerk I	\$12.00	\$15.00	1.65	\$19.80	\$24.75
B16	General Clerk II	\$15.00	\$20.00	1.65	\$24.75	\$33.00
B17	General Clerk III	\$20.00	\$24.00	1.65	\$33.00	\$39.60
B18	Legal Secretary I	\$18.00	\$24.00	1.70	\$30.60	\$40.80
B19	Legal Secretary II	\$24.00	\$31.00	1.70	\$40.80	\$52.70
B20	Mail Room Clerk	\$12.00	\$15.00	1.65	\$19.80	\$24.75
B22	Personnel Assistant (Employment) I	\$12.00	\$15.00	1.65	\$19.80	\$24.75
B23	Personnel Assistant (Employment) II	\$15.00	\$18.00	1.65	\$24.75	\$29.70
B24	Personnel Assistant (Employment) III	\$18.00	\$22.00	1.65	\$29.70	\$36.30
B25	Production Control Clerk	\$15.00	\$25.00	1.65	\$24.75	\$41.25
B26	Secretary I	\$12.00	\$15.00	1.65	\$19.80	\$24.75
B27	Secretary II	\$15.00	\$18.00	1.65	\$24.75	\$29.70
B28	Secretary III	\$18.00	\$25.00	1.65	\$29.70	\$41.25
B30	Receptionist/Switchboard Operator	\$12.00	\$18.00	1.65	\$19.80	\$29.70
B31	Records Management Clerk	\$15.00	\$25.00	1.65	\$24.75	\$41.25
B35	Word Processor I	\$12.00	\$15.00	1.65	\$19.80	\$24.75
B36	Word Processor II	\$15.00	\$18.00	1.65	\$24.75	\$29.70
B37	Word Processor III	\$18.00	\$22.00	1.65	\$29.70	\$36.30

General Services and Materials Handling Support :						
D13	Shipping / Receiving Clerk	\$12.00	\$18.00	1.65	\$19.80	\$29.70
Health:						
E04	Claims Processor	\$15.00	\$24.50	1.65	\$24.75	\$40.43
E05	Claims Processor (Senior)	\$19.00	\$30.00	1.65	\$31.35	\$49.50
E11	Eligibility / Insurance Verifier	\$13.00	\$22.00	1.65	\$21.45	\$36.30
E12	Eligibility Referral Coordinator	\$13.00	\$22.00	1.65	\$21.45	\$36.30
E14	Insurance Coordinator	\$15.00	\$24.50	1.65	\$24.75	\$40.43
E20	Medical Record Clerk	\$13.00	\$19.00	1.65	\$21.45	\$31.35
Information Technology:						
F01	Application Developer	\$40.00	\$75.00	1.70	\$68.00	\$127.50
F02	Application Support Analyst	\$30.00	\$60.00	1.70	\$51.00	\$102.00
F03	Applications Engineer	\$40.00	\$75.00	1.70	\$68.00	\$127.50
F04	Computer Operator I	\$18.00	\$27.00	1.70	\$30.60	\$45.90
F05	Computer Operator II	\$25.00	\$34.00	1.70	\$42.50	\$57.80
F06	Computer Operator III	\$32.00	\$39.00	1.70	\$54.40	\$66.30
F07	Computer Operator IV	\$40.00	\$49.00	1.70	\$68.00	\$83.30
F08	Computer Operator V	\$48.00	\$60.00	1.70	\$81.60	\$102.00
F09	Computer Programmer I	\$33.00	\$49.50	1.70	\$56.10	\$84.15
F10	Computer Programmer II	\$50.00	\$60.50	1.70	\$85.00	\$102.85
F11	Computer Programmer III	\$61.00	\$77.00	1.70	\$103.70	\$130.90
F12	Computer Programmer IV	\$78.00	\$93.50	1.70	\$132.60	\$158.95
F13	Computer Systems Analyst I	\$30.00	\$40.00	1.70	\$51.00	\$68.00
F14	Computer Systems Analyst II	\$40.00	\$50.00	1.70	\$68.00	\$85.00
F15	Computer Systems Analyst III	\$50.00	\$77.00	1.70	\$85.00	\$130.90
F16	Customer Support Administrator	\$17.00	\$35.00	1.70	\$28.90	\$59.50
F17	Customer Support Specialist	\$15.00	\$20.00	1.70	\$25.50	\$34.00
F18	Database Administrator	\$38.50	\$70.00	1.70	\$65.45	\$119.00
F19	Data Center Support Specialist	\$35.00	\$70.00	1.70	\$59.50	\$119.00
F20	Desktop Support Manager	\$35.00	\$55.00	1.70	\$59.50	\$93.50
F21	Desktop Support Specialist	\$18.00	\$26.00	1.70	\$30.60	\$44.20
F22	Developer	\$35.00	\$70.00	1.70	\$59.50	\$119.00
F23	Director of Technology	\$40.00	\$95.00	1.70	\$68.00	\$161.50
F24	Front End Web Designer	\$45.00	\$55.00	1.77	\$79.65	\$97.35
F25	GIS (Geographic Info. Systems) Tech. I	\$33.00	\$55.00	1.70	\$56.10	\$93.50
F26	GIS (Geographic Info. Systems) Tech. II	\$44.00	\$66.00	1.70	\$74.80	\$112.20
F27	Help Desk Specialist	\$15.00	\$20.00	1.70	\$25.50	\$34.00
F28	Help Desk Technician	\$15.00	\$25.00	1.70	\$25.50	\$42.50
F29	Information Systems Project Manager	\$35.00	\$60.00	1.70	\$59.50	\$102.00
F30	Information Technology Coordinator	\$20.00	\$35.00	1.70	\$34.00	\$59.50
F31	Information Technology Director	\$40.00	\$95.00	1.70	\$68.00	\$161.50
F32	Information Technology Manager	\$33.00	\$68.00	1.70	\$56.10	\$115.60
F33	IT Support Manager	\$33.00	\$50.00	1.70	\$56.10	\$85.00
F34	IT Support Specialist	\$18.00	\$30.00	1.70	\$30.60	\$51.00
F35	IT Systems Administrator	\$35.00	\$50.00	1.70	\$59.50	\$85.00
F36	Java Developer	\$40.00	\$75.00	1.70	\$68.00	\$127.50
F37	Management Information Systems Director	\$40.00	\$80.00	1.70	\$68.00	\$136.00
F38	Network/Communications Support Clerk	\$22.00	\$38.50	1.70	\$37.40	\$65.45
F39	Network Systems Administrator	\$35.00	\$50.00	1.70	\$59.50	\$85.00
F40	Peripheral Equipment Operator	\$18.00	\$30.00	1.70	\$30.60	\$51.00
F41	Senior Database Administrator	\$30.00	\$65.00	1.70	\$51.00	\$110.50
F42	Senior Network System Administrator	\$45.00	\$90.00	1.70	\$76.50	\$153.00
F43	Senior Programmer	\$40.00	\$75.00	1.70	\$68.00	\$127.50
F44	Senior Programmer Analyst	\$25.00	\$40.00	1.70	\$42.50	\$68.00
F45	Senior Security Specialist	\$40.00	\$90.00	1.70	\$68.00	\$153.00

F46	Senior Support Specialist	\$28.00	\$40.00	1.70	\$47.60	\$68.00
F47	Senior System Administrator	\$40.00	\$75.00	1.70	\$68.00	\$127.50
F48	Senior System Analyst	\$30.00	\$65.00	1.70	\$51.00	\$110.50
F49	Senior Web Administrator	\$35.00	\$55.00	1.70	\$59.50	\$93.50
F50	Senior Web Developer	\$40.00	\$70.00	1.70	\$68.00	\$119.00
F51	Software Developer	\$45.00	\$75.00	1.70	\$76.50	\$127.50
F52	Software Quality Assurance Analyst	\$35.00	\$55.00	1.70	\$59.50	\$93.50
F53	Support Specialist	\$18.00	\$28.00	1.70	\$30.60	\$47.60
F54	Systems Administrator	\$30.00	\$45.00	1.70	\$51.00	\$76.50
F55	Systems Analyst	\$20.00	\$35.00	1.70	\$34.00	\$59.50
F56	Systems Designer	\$30.00	\$55.00	1.70	\$51.00	\$93.50
F57	System Support Specialist	\$18.00	\$28.00	1.70	\$30.60	\$47.60
F58	Technical Operations Officer	\$40.00	\$80.00	1.70	\$68.00	\$136.00
F59	Technical Support Specialist	\$18.00	\$28.00	1.70	\$30.60	\$47.60
F60	Technical Specialist	\$20.00	\$32.00	1.70	\$34.00	\$54.40
F61	Telecommunications Specialist	\$18.00	\$32.00	1.70	\$30.60	\$54.40
F62	Web Administrator	\$32.00	\$45.00	1.70	\$54.40	\$76.50
F63	Web Developer	\$35.00	\$55.00	1.70	\$59.50	\$93.50
F64	Web Master	\$35.00	\$55.00	1.70	\$59.50	\$93.50
Procurement:						
G04	Purchasing Manager	\$33.00	\$77.00	1.86	\$61.38	\$143.22
Professional:						
H01	Attorney	\$30.00	\$50.00	1.78	\$53.40	\$89.00
H04	Contract Administrator	\$18.00	\$27.00	1.70	\$30.60	\$45.90
H05	Contract Specialist	\$25.00	\$30.00	1.70	\$42.50	\$51.00
H08	Compliance Manager	\$32.00	\$44.00	1.70	\$54.40	\$74.80
H09	Contract Administrator	\$18.00	\$27.00	1.70	\$30.60	\$45.90
H10	Contract Manager	\$30.00	\$40.00	1.70	\$51.00	\$68.00
H11	Executive Consultant	\$45.00	\$80.00	1.86	\$83.70	\$148.80
H14	Grant Administrator	\$22.00	\$35.00	1.70	\$37.40	\$59.50
H16	Human Resources Coordinator	\$18.00	\$27.00	1.70	\$30.60	\$45.90
H17	Human Resources Manager	\$27.50	\$49.50	1.86	\$51.15	\$92.07
H18	Human Resources Specialist	\$22.00	\$38.00	1.70	\$37.40	\$64.60
H27	Marketing Specialist	\$20.00	\$24.00	1.77	\$35.40	\$42.48
H28	Paralegal/Legal Assistant I	\$16.00	\$20.00	1.70	\$27.20	\$34.00
H29	Paralegal/Legal Assistant II	\$20.00	\$24.00	1.70	\$34.00	\$40.80
H30	Paralegal/Legal Assistant III	\$28.00	\$34.00	1.70	\$47.60	\$57.80
H31	Paralegal/Legal Assistant IV	\$36.00	\$49.00	1.70	\$61.20	\$83.30
H33	Presentation Designer	\$28.00	\$35.00	1.77	\$49.56	\$61.95
H34	Principle Consultant	\$38.00	\$70.00	1.86	\$70.68	\$130.20
H35	Proofreader	\$28.00	\$32.00	1.77	\$49.56	\$56.64
H40	Senior Writer	\$25.00	\$40.00	1.77	\$44.25	\$70.80
H41	Social Media Manager	\$28.00	\$35.00	1.77	\$49.56	\$61.95
H43	Website Designer	\$30.00	\$38.00	1.77	\$53.10	\$67.26
Miscellaneous:						
J02	Desk Clerk	\$12.00	\$16.00	1.65	\$19.80	\$26.40



City of Deerfield Beach

150 NE 2nd Ave
Deerfield Beach, FL
33441
954-480-4200

Face Sheet File Number: I.D. 2023-1838

Agenda Date: 5/2/2023

Status: CONSENT - AGREEMENTS &
EXPENDITURE REQUESTS

In Control: City Commission

Title

Resolution 2023/ - A Resolution of the City Commission of the City of Deerfield Beach, Florida, approving a Professional Services Agreement with Government & ERP Implementation Services, LLC to provide project management and implementation consulting services related to the Tyler Suite Enterprise Resource Planning Project for a one-year term, with two additional one year renewal options; authorizing execution of the Agreement in an annual amount not to exceed \$150,000.00; providing for an effective date. (Funds from Account #399-0600-513-64-10 - Capital Project-Finance/Machinery)

Recommended Action

Commission to vote on Resolution

Voting Requirement

Adoption requires a 3/5 vote of the City Commission

Fiscal Impact

Costs: \$150,000.00

Account Name: Capital Project-Finance/Machinery

Account Number: 399-0600-513-64-10

Background/History

The City has identified the need for Enterprise Resource Planning (ERP) software as a strategy for modernizing its legacy technology systems, streamlining business processes, implementing best practices and offering staff with tools to better manage ongoing challenges. An ERP will provide enhanced functionality, better integration and better configuration in financial reporting, budgeting, procurement, payroll and other functions. The City issued Request for Proposal (RFP) # 22-10-PC, soliciting vendors to provide software applications.

At the February 21st, 2023 meeting, the Commission approved the ranking of Request for Proposal #22-10-PC for an ERP system, and authorized the appropriate staff to negotiate an agreement with the top ranked vendor, Tyler Technologies, Inc. for a maximum amount of \$3,507,859. Some of the functional areas of operation expected to be provided by Tyler are:

- Accounting/General Ledger and Project/Grant Accounting
- Procurement/Accounts Payable
- Cashiering/Point of Sale
- Capital Assets/Asset Management
- Human Resources/Position Control

Subsequent to Commission approval, staff has been conducting the next steps, which include the

negotiation process (additional discovery, developing statement of work, and developing a draft agreement). This process is ongoing and it is expected that there will be a draft agreement for the Commission's review this Spring.

Current Activity

The implementation of all modules is expected to be achieved over a two-year process. The City's investment will be maximized by hiring a professional, experienced project manager to assist in the implementation (data conversion, process review, user training, workflow management, etc.). An initial description of the project manager's functions is summarized in the attached Exhibit "1" entitled Professional Services Agreement, specifically Exhibit "A"- Scope of Services. The City has interviewed candidates, including candidates offered by temporary agencies. Staff subsequently received a proposal from Government & ERP Implementation Services, LLC (GEIS), which is attached as Attachment "1".

Following the interviews, staff recommended contracting with Government & ERP Implementation Services, LLC (GEIS). GEIS has been actively involved in several municipal software implementations, including technical guidance and project management in the cities of Cape Coral, Pembroke Pines, Sunrise, Oakland Park, Hallandale, Doral and Hollywood (most of which were Tyler suites). The assigned principal will be its President, Barbara Hastings. Ms. Hastings has worked for various municipalities at the level of Finance Director/Assistant Finance Director for over 16 years and brings that level of practical experience and expertise to the implementation process.

The proposed fee schedule is \$150 per hour for the principal and \$110 per hour for the associate. While the initial engagement is within the City Manager's purview, it is anticipated that the annual engagement will exceed the City Manager's threshold of \$30,000. As such, Commission authorization is requested, based on Section 38-116, item 3(c)i of the Procurement Code that allows for the engagement of professional services (See Memo attached).

It is recommended that the Commission approve an Agreement with Government & ERP Implementation Services, LLC, for professional services for project management and implementation services for the Tyler Suite ERP , at a maximum annual amount not to exceed \$150,000.

Recommendation

Staff recommends the Commission approve an Agreement with Government & ERP Implementation Services, LLC, for professional services for project management and implementation services for the Tyler Suite ERP at the proposed fee schedule and an annual maximum amount not to exceed \$150,000.

RESOLUTION NO. 2023/

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DEERFIELD BEACH, FLORIDA, APPROVING A PROFESSIONAL SERVICES AGREEMENT WITH GOVERNMENT & ERP IMPLEMENTATION SERVICES, LLC TO PROVIDE PROJECT MANAGEMENT AND IMPLEMENTATION CONSULTING SERVICES RELATED TO THE TYLER SUITE ENTERPRISE RESOURCE PLANNING PROJECT FOR A ONE-YEAR TERM, WITH TWO ADDITIONAL ONE YEAR RENEWAL OPTIONS; AUTHORIZING EXECUTION OF THE AGREEMENT IN AN ANNUAL AMOUNT NOT TO EXCEED \$150,000.00; PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, the City issued Request for Proposal #22-10-PC (the “RFP”) for an Enterprise Resource Planning Software System (the “ERP Project”), and the City Commission awarded the RFP to Tyler Technologies, Inc. (“Tyler”) and authorized the City Manager and City Attorney to negotiate an agreement with Tyler; and

WHEREAS, Government & ERP Implementation Services, LLC (“GEIS”) is a consulting firm that specializes in Enterprise Resource Planning (the “ERP”) implementation and governmental accounting projects, has extensive knowledge in the Tyler Technology/Munis ERP application including EnerGovt and Kronos technology, and has assisted five other municipalities in Broward County with ERP implementation; and

WHEREAS, due to the intricacies of the ERP Project, the City desires to retain GEIS to perform ERP Consulting Services (the “Services”), which includes assisting the City with the implementation and project management of the ERP Project, as more specifically set forth in the Professional Services Agreement attached as Exhibit “1”; and

WHEREAS, GEIS provided the City with a proposal to provide the Services to assist the City in the implementation and project management of the ERP Project in an annual amount not to exceed \$150,000.00; and

WHEREAS, Section 38-116(3)(c)(1) of the City’s Procurement Code allows for the direct acquisition of professional services to be made without utilizing a sealed competitive method or written quotations method with City Commission approval; and

WHEREAS, City staff recommends approving and authorizing execution of the agreement with GEIS, attached as Exhibit “1,” for the Services for a one-year term, with the option to renew for two additional one year periods, in an annual amount not to exceed \$150,000.00 (the “Agreement”); and

WHEREAS, due to GEIS’ experience in the area of providing the Services and the need to facilitate the implementation of the ERP Project, the City Commission finds it to be in the best interest of the City to approve and authorize execution of the Agreement with GEIS, attached as Exhibit “1,” for the Services in an annual amount not to exceed \$150,000.00.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF DEERFIELD BEACH, FLORIDA, AS FOLLOWS:

Section 1. The above referenced “Whereas” clauses are true and correct and made a part of this Resolution.

Section 2. The City Commission hereby approves the Agreement with GEIS, attached as Exhibit “1,” for the Services in an annual amount not to exceed \$150,000.00.

Section 3. The City Commission hereby authorizes the City Manager to execute the Agreement with GEIS, attached as Exhibit “1,” together with such non-substantial changes as are acceptable to the City Manager and approved as to form and legal sufficiency by the City Attorney.

Section 4. The appropriate City officials are authorized to do all things necessary to carry out the aims of this Resolution.

Section 5. This Resolution shall take effect immediately upon adoption.

PASSED AND ADOPTED THIS ____ DAY OF _____, 2023.

CITY OF DEERFIELD BEACH

BILL GANZ, MAYOR

ATTEST:

HEATHER MONTEMAYOR, CITY CLERK

PROFESSIONAL SERVICES AGREEMENT

This Professional Services Agreement (“Agreement”) is made as of [Click here to enter a date](#), (the “Effective Date”) between the City of Deerfield Beach, Florida, a Florida municipality (“City”) and Government & ERP Implementation Services, LLC. (“Contractor”). The City and Contractor may be referred to herein as a “Party” or collectively as the “Parties.”

WHEREAS, the City issued Request for Proposal #22-10-PC (the “RFP”) for an Enterprise Resource Planning Software System (the “ERP Project”), and the City Commission awarded the RFP to Tyler Technologies, Inc. (“Tyler”) and authorized the City Manager and City Attorney to negotiate an agreement with Tyler; and

WHEREAS, due to the intricacies of the ERP Project, the City desires to retain Contractor to perform ERP Consulting Services, which includes assisting the City with the implementation and project management of the ERP Project, as more specifically set forth in the attached Exhibit “A” entitled “Scope of Services”; and

WHEREAS, Contractor specializes in ERP implementations and governmental accounting services, has provided similar services to five other municipalities in Broward County, and is willing to provide those services to the City.

NOW, THEREFORE, in consideration of the premises and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the City and Contractor hereby agree as follows:

1. **TERM.** This Agreement shall be for a one (1) year term commencing on the Effective Date and shall continue until _____, 2024, unless earlier terminated in accordance with the provisions of this Agreement. The City reserves the right to renew the Agreement for two (2) additional one (1) year periods provided all terms, conditions, and scope of services remain the same, both parties agree to the renewal, and such renewal is approved by the City.
2. **SERVICES.** During the term of this Agreement, Contractor shall serve as an independent contractor to City and shall provide ERP consulting services to assist in the implementation of the ERP Project in accordance with the RFP, as more fully described in Contractor’s proposal, attached and incorporated herein as Exhibit “A” (collectively, the “Scope of Services”). The Scope of Services shall be the only services provided by Contractor under this Agreement, unless the City requests additional services and the Parties indicate their acceptance of such additional services in writing.
3. **COMPENSATION.** In consideration of Contractor’s actions on behalf of City and the Services rendered hereunder, City shall compensate Contractor based upon the hourly rate schedule set forth in Exhibit “A”, provided that the total compensation provided on an annual basis shall not exceed \$150,000.00. All services performed shall be invoiced to City at the end of each calendar month for services provided during that

month. City is obligated to pay all proper invoices in accordance with the Local Government Prompt Payment Act in Chapter 218, Florida Statutes.

4. INDEPENDENT CONTRACTOR. During the term of this Agreement, Contractor shall be an independent contractor and not an employee of the City. Contractor is not an agent of, or authorized to transact business, enter into agreements, or otherwise make commitments on behalf of the City, unless expressly authorized in writing by the City Manager or his designee. Contractor shall perform the services at the request of the City Manager or his designee. Nothing set forth in this Agreement shall be construed to create the relationship of employer and employee or principal and agent between the City and Contractor. Unless expressly provided for otherwise in this Agreement, Contractor shall not act or attempt to act or represent itself, directly or indirectly or by implication, as an employee of the City or in any manner assume or create, or attempt to assume or create, any obligation on behalf of or in the name of the City. Accordingly, Contractor shall not attain, nor be entitled to, any rights or benefits of the City, nor any rights generally afforded City employees. Contractor further understands that Florida Worker's Compensation benefits available to employees of the City are not available to Contractor or to any employee or agent of the Contractor. Contractor shall be responsible for complying with Florida's Worker's Compensation laws, as described in Section 8 below. All employees and subcontractors of the Contractor shall be considered to be, at all times, the sole employees or contractors of the Contractor, under its sole direction and not an employee, contractor or agent of the City. Contractor is responsible for the payment of all required payroll taxes, whether federal, state, or local in nature, including, but not limited to income taxes, Social Security taxes, Federal Unemployment Compensation taxes, and any other fees, charges, licenses, or payments required by law.

5. CONTRACTOR REPRESENTATIONS. Contractor is properly authorized to do business in the State of Florida; the execution, delivery and performance of this Agreement by Contractor have been duly authorized; this Agreement is binding on Contractor and enforceable against Contractor in accordance with its terms; and no consent of any other person or entity to such execution, delivery and performance is required.

6. TERMINATION.

- a) The City may, with or without cause, terminate this Agreement upon written notice to Contractor, effective on the date specified in the notice.
- b) Unless expressly provided for otherwise in this Agreement, in the event of a termination, neither Party shall have any further duty or obligation hereunder except as otherwise set forth in this Agreement or the Exhibits.

7. MISCELLANEOUS.

- a) **Notices.** All notices hereunder shall be given in writing by registered or certified mail, return receipt requested, postage prepaid, addressed to the Parties at the following respective addresses, or at such other address as may be designated in writing by either Party to the other, and shall be deemed delivered for all purposes hereunder upon deposit of same into the United States mail:

To City: David Santucci, City Manager
City of Deerfield Beach
150 NE 2nd Avenue
Deerfield Beach, FL 33441

With A Copy To: Anthony C. Soroka, City Attorney
2255 Glades Road, Suite 200-E
Boca Raton, Florida 33431

To Contractor: Barbara Hastings, President
Governmental & ERP Implementation Services, LLC
7005 NW 67th Terrace
Parkland, FL 33067

- b) **Compliance with Laws.** Contractor agrees to comply with all laws, ordinances, rules, and regulations that are now or may become applicable to the Scope of Services covered by this Agreement, regardless of the applicable jurisdiction. Contractor shall make its services available to City residents without regard to race, color, religion or sex, or as otherwise provided by law.
- c) **Severability.** The Parties to this Agreement expressly agree that it is not their intention to violate any public policy, statutory or common law rules, regulations, or decisions of any governmental or regulatory body. If any provision of this Agreement is judicially or administratively interpreted or construed as being in violation of any such policy, rule, regulation, or decision, the provision, sections, sentence, word, clause, or combination thereof causing such violation will be inoperative (and in lieu thereof there will be inserted such provision, section, sentence, word, clause, or combination thereof as may be valid and consistent with the intent of the Parties under this Agreement) and the remainder of this Agreement, as amended, will remain binding upon the Parties, unless the inoperative provision would cause enforcement of the remainder of this Agreement to be inequitable under the circumstances.
- d) **Successors and Assigns.** This Agreement shall be binding upon the Parties and their respective successors, heirs and assigns. The Parties agree that nothing contained herein shall authorize the assignment of this Agreement or the delegation of any duties hereunder by either Party, unless previously set out in this Agreement, without the prior written consent of the other party.
- e) **Headings.** The sections headings used in this Agreement are for reference and convenience only and shall not enter into the interpretation hereof.
- f) **Survival of Terms.** Termination or expiration of this Agreement for any reason shall not release either Party from any liabilities or obligations set forth in this Agreement which (a) the Parties have expressly agreed shall survive any such termination, or (b) remain to be performed and by their nature would be intended to be applicable following any such termination or expiration. Any liabilities which

have accrued prior to termination pursuant to the insurance and/or indemnification obligations set forth below shall survive the termination of this Agreement.

- g) **Waiver.** No delay or omission by either Party hereto, in the exercise of any right or remedy hereunder, shall impair such right or remedy or be construed to be a waiver thereof. Any waiver of any such right or remedy by any Party must be in writing and signed by the Party against which such waiver is sought. A waiver by either of the Parties hereto of any of the covenants to be performed by the other or any breach thereof shall not be construed to be a waiver of any succeeding breach thereof or any other covenant herein contained. All remedies provided for in this Agreement shall be cumulative and in addition to and not in lieu of any other remedies available to either Party at law, in equity or otherwise.
- h) **Force Majeure.** Non-performance of Contractor or City shall be excused to the extent that performance is rendered impossible or delayed by strike, fire, hurricane, flood, terrorism, governmental acts or orders or restrictions, or other similar reason where failure to ("Force Majeure"), provided that the non-conforming Party gives prompt notice of such conditions to the other Party and makes all reasonable efforts to perform.
- i) **Governing Laws.** This Agreement shall be governed by and construed in accordance with, the laws of the State of Florida. The exclusive venue for any dispute arising from this Agreement shall be the Circuit Court of Broward County, Florida. The Parties voluntarily waive any right to trial by jury in the event of litigation between the Parties, which in any way arises out of this Agreement or the Services.
- j) **Entire Agreement.** This Agreement, including any Exhibits referenced herein, constitutes the entire agreement of the Parties with respect to the subject matter hereof and supersedes all previous written, and all previous or contemporaneous oral, negotiations, understandings, arrangements, and agreements. Unless expressly provided for otherwise in this Agreement, this Agreement may be amended only by a written amendment signed by both Parties hereto.
- k) **Indemnification.** To the fullest extent permitted by law, Contractor agrees to indemnify, defend, and hold harmless the City and its directors, officers and employees from and against any and all liability, suits, actions, damages, costs, losses and expenses, including attorneys' fees, demands and claims for personal injury, bodily injury, sickness, diseases or death or damage or destruction of tangible property or loss of use resulting therefrom, arising out of any errors, omissions, misconduct or negligent acts of Contractor, its respective officials, agents, employees or subcontractors in the Contractor's performance of Services pursuant to this Agreement. Nothing in this Agreement shall be deemed or treated as a waiver by the City of any immunity to which it is entitled by law, including but not limited to the City's sovereign immunity as set forth in Section 768.28, Florida Statutes.

- l) **No Contingent Fees.** The Contractor warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the Contractor, to solicit or secure this Agreement, and that it has not paid or agreed to pay any person(s), company, corporation, individual or firm, other than a bona fide employee working solely for the Contractor any fee, commission, percentage, gift, or any other consideration, contingent upon or resulting from the award or making of this Agreement
- m) **Access to Records and Audit Clause.** Contractor agrees to permit the City to examine all records which are, in any way, related to the Services provided under this Agreement, and grants to the City the right to audit any books, documents and papers of Contractor that were generated during the course of the administration of this Agreement. Contractor shall maintain the records, books, documents and papers associated with this Agreement in accordance with the “Public Records Act”, and in accordance with the Florida Statutes, as further described in Section (9) below.
- n) **Scrutinized Companies.**
- A. Contractor certifies that it and its subcontractors are not on the Scrutinized Companies that Boycott Israel List. Pursuant to Section 287.135, F.S., the City may immediately terminate this Agreement at its sole option if the Contractor or its subcontractors are found to have submitted a false certification; or if the Contractor, or its subcontractors are placed on the Scrutinized Companies that Boycott Israel List or is engaged in the boycott of Israel during the term of the Agreement.
 - B. If this Agreement is for more than one million dollars, the Contractor certifies that it and its subcontractors are also not on the Scrutinized Companies with Activities in Sudan, Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged with business operations in Cuba or Syria as identified in Section 287.135, F.S. Pursuant to Section 287.135, F.S., the City may immediately terminate this Agreement at its sole option if the Contractor , its affiliates, or its subcontractors are found to have submitted a false certification; or if the Contractor, its affiliates, or its subcontractors are placed on the Scrutinized Companies with Activities in Sudan List, or Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged with business operations in Cuba or Syria during the term of the Agreement.
 - C. The Contractor agrees to observe the above requirements for applicable subcontracts entered into for the performance of work under this Agreement.
 - D. As provided in Subsection 287.135(8), F.S., if federal law ceases to authorize the above-stated contracting prohibitions then they shall become inoperative.

8. INSURANCE.

Contractor shall provide the City of Deerfield Beach with a certificate of insurance naming the City of Deerfield Beach, its employees, directors, officers, agents, independent contractors, successor or assigns, and other authorized representatives as additional insured, except on the Workers' Compensation, with the following limits, criteria and limits of liability:

- a. **Workers' Compensation Insurance** – Statutory Limits.
- b. **Professional Liability** - \$1,000,000 Per Occurrence, \$1,000,000 Per Aggregate. (If the Professional Liability coverage is written on a Claims Made form, the retro date will need to be no later than the date of our contract and reflected on the certificate of insurance).
- c. **Umbrella or Excess Liability** – May be used to satisfy the required liability limits by providing proof of an Umbrella or Excess liability certificate. There is no minimum Per Occurrence limit of liability under the umbrella or Excess Liability; however, the Annual Aggregate limit shall not be less than the highest "Each Occurrence" limit for any of the policies noted above. Such policy shall be endorsed to add the City of Deerfield Beach, its employees, directors, officers, agents, independent contractors, successor or assigns, and other authorized representatives as additional insured with a waiver of subrogation in favor of the City. Policy must be follow form of all coverage's stated above.

Certificates of Insurance along with the Additional Insured and Waiver of subrogation endorsements must be submitted for review and approval. All insurers must have an AM Best rating of A-VI or better by the A.M. Best rating company and agree to provide the City with 30 days' advanced written notice in the event of cancellation, or modification which materially restricts coverage or terms on all policies.

Additional Insurance may be required by Risk Management at their discretion depending on the Scope of Work.

9. PUBLIC RECORDS

- a. Contractor agrees to keep and maintain public records in Contractor's possession or control in connection with Contractor's performance under this Agreement. Contractor additionally agrees to comply specifically with the provisions of Section 119.0701, Florida Statutes.
- b. Contractor shall ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed, except as authorized by law, for the duration of the Agreement, and following completion of the Agreement until the records are transferred to City.
- c. Upon request from City custodian of public records, Contractor shall provide City with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided by Chapter 119, Florida Statutes, or as otherwise provided by law.

- d. Unless otherwise provided by law, any and all records, including but not limited to reports, surveys, and other data and documents provided or created in connection with this Agreement are and shall remain the property of City.
- e. Upon completion of this Agreement, transfer, at no cost, to the City all public records in possession of Contractor or keep and maintain public records required by City to perform the service. If Contractor transfers all public records to City upon completion of this Agreement, Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If Contractor keeps and maintains public records upon completion of this Agreement, Contractor shall meet all applicable requirements for retaining public records. All records stored electronically by Contractor shall be delivered to City, upon request from the City's Custodian of Records, in a format that is compatible with the City's information technology systems.
- f. Any compensation due to Contractor shall be withheld until all records are received as provided herein.
- g. Contractor's failure or refusal to comply with the provisions of this section shall result in the immediate termination of this Agreement by City.

IF CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS.

Custodian of Public Records:	HEATHER MONTEMAYOR, CITY CLERK
Mailing address:	150 N.E. 2ND AVE., DEERFIELD BEACH, FL 33441
Telephone number:	954-480-4213
Email:	WEB.CLERK@DEERFIELD-BEACH.COM

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**PROFESSIONAL SERVICES AGREEMENT BETWEEN CITY OF DEERFIELD
BEACH AND GOVERNMENTAL & ERP IMPLEMENTATION SERVICES,
LLC.**

IN WITNESS WHEREOF, Contractor has signed and delivered this Agreement, and the City has caused this Agreement to be signed and delivered by its duly authorized officer or representative, all as of the date first set forth above.

**City of Deerfield Beach, a municipal
corporation of the State of Florida**

By: _____
David Santucci
City Manager

**Governmental & ERP Implementation
Services, LLC.**

By: _____
Barbara Hastings, CPA
President

Attest: _____
Heather Montemayor
City Clerk

Approved as to form and legal sufficiency
for the use and reliance of the City of
Deerfield Beach only:

By: _____
Anthony C. Soroka
City Attorney

EXHIBIT A – SCOPE OF SERVICES

Contractor shall provide the following services to assist in the negotiation of the contract with Tyler and the implementation of the ERP Project:

1. Project Management
2. Analysis and Design
3. Testing and Conversions
4. Report Design and Creation
5. Step-by-Step procedure guides
6. City-wide training and support
7. Contract negotiations (as required).

The ERP Project will be overseen by the Assigned Staff designated under the Rate Schedule of this Exhibit. The Assigned Staff may designate a Project Manager to oversee the ERP Project in conjunction with the designated Assigned Staff.

These services to be provided are as set forth below:

Project Manager. The role of the Project Manager is to coordinate day-to-day activities on the project and be the primary point of contact for the City's vendor partners. Specific tasks include:

- Create and manage the project plan
- Manage contracts, deliverables/sign off, and vendor payments associated with the project
- Coordinate all internal resources on project
- Ensure project communications at all levels of governance structure
- Serve as liaison to the Steering Committee

Preparation Phase

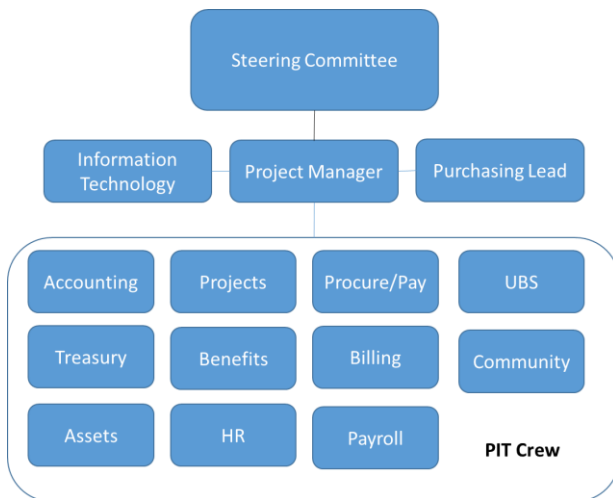
- Responsible for implementing the project plan.
- Coordinates the day to day activities of the project teams and timelines.
- Manage scope, schedule, and budget
- Responsible for the detailed planning of a project
- Manage and organize project documentation
- Communicates project status to the Steering Committee.
- Determines the priority of work assignments and changes.
- Oversee related policies and procedures development developed as part of this project.
- Recommend policy and procedure changes to Steering Committee and City Board.
- Assist with contract negotiations

Implementation Phase

- Manage scope, schedule, and budget
- Primary point of contact with vendor

- Oversees implementation consultants
- Coordinates the day to day activities of City resources
- Reviews and accepts deliverables
- Communicates project status to the Steering Committee
- Oversee related policies and procedures development developed as part of this project.
- Recommend policy and procedure changes to Steering Committee and City Board.
- Manages City staff assigned to ERP project

Project Admin (to be an internal City resource). The role of the Project Admin is to coordinate meetings, manage scheduling, and assist the project manager with administrative tasks on the project.



PIT/FT or Functional Teams Crews

Functional Teams (“FT Crews”) The role of the FT Crews is to focus on completing necessary tasks of the project to accomplish project goals with focus on process/policy improvement, software configuration, testing, and user training. Each FT Crew will also identify a lead. Specific tasks for the FT Crew include:

- Analyze current process and provide recommendations for improvement
- Learn software features and provide guidance on proper City set up
- Participate in data conversion, system testing, and other tasks necessary to configure the system
- Help prepare process documentation, training guides, and other project resource materials
- Take lead in delivering training and support for new process/policies/systems
- Serve as liaison to all City departments on process issues

Core Project Team. The Core Project Team (the Project Team) will be made up of the Project Manager, the FT Crew Leads, and any technical resources necessary for the project. Specific tasks include:

- Serve as primary point of contact for vendor consultants
- Coordinate FT Crew resources
- Meet regularly to stay connected to project issues related to full project
- Identify and address key risks on the project

Tyler Technologies (ERP) City Project Manager Expectations

The City shall assign project manager(s) prior to the start of this project with overall responsibility and authority to make decisions related to Project Scope, scheduling, and task assignment. The City Project Manager should communicate decisions and commitments to the Tyler project manager(s) in a timely and efficient manner. When the City project manager(s) do not have the knowledge or authority to make decisions, he or she engages the necessary resources to participate in discussions and make decisions in a timely fashion to avoid Project delays. The City project manager(s) are responsible for reporting to the City steering committee and determining appropriate escalation points.

Contract Management

- Validates contract compliance throughout the project.
- Ensures that invoicing and Deliverables meet contract requirements.
- Acts as primary point of contact for all contract and invoicing questions. Collaborates on and approves Change Requests, if needed, to ensure proper scope and budgetary compliance.

Planning

- Reviews and accepts project planning documents.
- Defines project tasks and resource requirements for the City project team.
- Collaborates in the development and approval of the project schedule.
- Collaborates with Tyler project manager(s) to plan and schedule project timelines to achieve on-time implementation.

Implementation Management

- Tightly manages project budget and scope.
- Collaborates with Tyler project manager(s) to establish a process and approval matrix to ensure that scope changes and budget (planned versus actual) are transparent and handled effectively and efficiently.
- Collaborates with Tyler project manager to establish and manage a schedule and resource plan that properly supports the project schedule as a whole and is also in balance with scope and budget.
- Collaborates with Tyler project manager(s) to establish risk and issue tracking and reporting process between the City and Tyler and takes all necessary steps to proactively mitigate these items or communicate with transparency to Tyler any items that may impact the outcomes of the project.
- Collaborates with Tyler project manager(s) to establish key business drivers and success indicators that will help to govern project activities and key decisions to ensure a quality outcome of the project.
- Routinely communicates with both the City staff and Tyler, aiding in the understanding of goals, objectives, current status, and health of the project by all team members.

- Manages the requirements gathering process and ensure timely and quality business requirements are being provided to Tyler.

Resource Management

- Acts as liaison between project team and stakeholders.
- Identifies and coordinates all City resources across all modules, phases, and activities including data conversions, forms design, hardware and software installation, reports building, and satisfying invoices.
- Provides direction and support to project team.
- Builds partnerships among the various stakeholders, negotiating authority to move the project forward.
- Manages the appropriate assignment and timely completion of tasks as defined.
- Assesses team performance and takes corrective action, if needed.
- Provides guidance to City technical teams to ensure appropriate response and collaboration with Tyler Technical Support Teams to ensure timely response and appropriate resolution.
- Owns the relationship with in-Scope 3rd party providers and aligns activities with ongoing project tasks.
- Ensures that users have appropriate access to Tyler project toolsets as required.
- Conducts training on proper use of toolsets.
- Validates completion of required assignments using toolsets.

RATE SCHEDULE: The Services to be provided shall be based upon an all-inclusive rate as shown below and the compensation paid to Contractor shall not exceed the amount set forth in Paragraph 3 of this Agreement.

ERP Project

<u>Assigned Staff</u>	<u>Hourly Rate</u>
Barbara Hasting, CPA	\$150.00
Asaf Ben-Shoshen	\$110.00



Memorandum

TO: Horace McHugh, Assistant City Manager

FROM: Bogdan Avasiloe, Purchasing Manager

DATE: April 18, 2023

RE: Professional Services for Implementation of Enterprise Resource Planning (ERP) Software System

The Purchasing and Contract Administration Division recently issued a Request for Proposals #22-10-PC (the “RFP”) for an Enterprise Resource Planning Software System (the “ERP Project”) and the City Commission awarded the contract to Tyler Technologies, Inc. (“Tyler”) and authorized the City Manager and City Attorney to negotiate an agreement with Tyler. Due to the intricacies of the ERP Project, the City is requesting to retain a Professional Consultant, Governmental & ERP Implementation Services, LLC (GEIS) to perform ERP Consulting Services which includes, assisting the City with project management and the implementation of the ERP Project.

Pursuant to the City’s Procurement Code, Section 38-116, item 3(c)i – Professional Services Acquisition. Professional Services agreements may be entered into without utilizing a Sealed Competitive Method or the Written Quotations Method.

Governmental & ERP Implementation Services, LLC is a Consultant that specializes in ERP implementations and governmental accounting services and has provided similar services to five (5) other municipalities in Broward County and is willing to provide those services to the City of Deerfield Beach. Reference the following benefits provided by GEIS:

- The City’s investment will be maximized by hiring a professional, experienced project manager to assist in the implementation (data conversion, process review, user training, workflow management, etc.).
- GEIS possesses skills that specialize in contracted services to public sector municipalities;
- GEIS possess skills that specialize in ERP implementation;
- GEIS possess skills in implementing Tyler products in several municipalities;
- GEIS has been actively involved in several municipal software implementations, including technical guidance and project management in the cities of Cape Coral, Pembroke Pines, Sunrise, Oakland Park, Hallandale, Doral and Hollywood;
- The skills include specialty in implementing modules of: Accounting/General Ledger and Project/Grant Accounting; Procurement/Accounts Payable; Cashiering/Point of Sale; Capital Assets/Asset Management; and; Human Resources/Position Control;
- Outreach was made to other potential contractors to determine suitable GEIS’s to provide the service;

- The GEIS provides a unique skill set, practical experience and expertise in implementation services;
- The implementation of all modules is expected to be achieved over a two-year process.
- It is in the City's best interest to engage GEIS, who offers to provide the specialized service within the desired implementation timeline.

Services to be provided by Consultant (to include but not limited to the following):

- Assist in coordinating and planning of implementation steps.
- Identify, discuss and resolve operational challenges with individuals of diverse personalities and competencies.
- Provide and guide the agency with best practices in areas such as budget, purchasing, accounts payable etc.
- Design and create specialized reports for multiple areas to facilitate efficient operations and reporting.
- Provide expert ERP best practice implementation, analysis and design. Expertise based on multiple implementations in other cities.
- Work with the vendor and city with setting up appropriate timelines and communicating with executive, management and front-line staff.
- Aide staff in developing new policies and procedures to maximize the use of the new system. Re-write Standard Operating Procedures to maximize best practices and work more efficiently with the new technology.
- Train employees in the new system and create step-by-step manuals customized to the needs of the agency. Also provide direct training in commonly used programs such Excel, Word, and SQL reporting.
- Provide follow-up technical and policy support ensuring a successful long-term implementation.

Due to the professional services required for the implementation of an ERP Software System, the City may utilize the Professional Services Acquisition as listed under the Procurement Code Section 38-116, item 3(c)i, to enter into an agreement with Government & ERP Implementation Services, LLC.

Please use this memorandum as your backup to the City Manager for the next available City Commission Meeting.

c: Stephanie Tinsley, Chief Financial Officer

GOVERNMENT & ERP IMPLEMENTATION SERVICES LLC

BARBARA D HASTINGS CPA-PRESIDENT

7005 NW 67th Terrace, Parkland, FL

Bhastings@GovtERPservices.com · 954-815-8654

Educational Background

Bachelor of Science / Major in Accounting (4/92)

FLORIDA ATLANTIC UNIVERSITY – BOCA RATON, FL

Certified Public Accountant (CPA) 1995

Professional Experience

PRESIDENT – GOVERNMENT & ERP IMPLEMENTATION SERVICES LLC, BROWARD COUNTY, FL 7/2016 to current

South Florida Water Management District: Contracted 10/19-4/20, 1/21 to present

Contact name: Michelle Quigley, Finance Bureau Chief (561) 682-6382 email: mquigley@sfwmd.gov

Assist the District to close the fiscal year and completing the annual external audit in the SAP software system. Provide recommendations to assist the Finance Department of operate more effectively and efficiently. Implemented and setup of the CAFRONline software to generate the District's Comprehensive Annual Financial Report.

City of Cooper City: Contracted 11/2021 to 4/2022

Contact name: Aaron Kendrick, Finance Director (954)434-4300 email: Akendrick@coopercityfl.org

Assist the City to close the fiscal year and completing the annual external audit in the software system. Provide recommendations to assist the Finance Department of operate more effectively and efficiently. Preparation of the City's Comprehensive Annual Financial Report

Village of Tequesta: Contracted 2/2-3/23- Finance Policies and Procedure Review

Contact name: Jeremy Allen, Village Manager or Merlene Reid, Human Resources Director, (561)768-0697email: mreid@tequesta.gov

Assist the City to review Finance Policies and procedures and recommend best practices. Provide recommendations to assist the Finance Department of operate more effectively and efficiently.

City of Miami Gardens: Contracted 11/2022 to present

Assist the City to resolve Munis EnerGovt issues and improve online functionality.

City of Cape Coral: Contracted 10/20-1/21

Contact name: Angela McNatt, Financial Projects Manager (239) 574-0423 email: Amcnatt@capecoral.gov

Assist the City to resolve Munis software implementation issues including review of the Chart of Accounts, Grants and Budget setup. Create monthly financial statements for Council and staff. Provide recommendations to assist the Finance Department of operate more effectively and efficiently.

City of Pembroke Pines: Contracted 2/20 to 6/21

Contact name: Lisa Chong, Finance Director (954) 450-1050 email: lchong@ppines.com

Assist with the implementation of the Munis /Tyler products. Providing assistance in establishing efficient policies and procedures on reviewing setup of the system.

City of Hollywood: Contracted 10/18-9/30/19

Contact name: Paul Bassar, Procurement Director (954)

Assist with the implementation of the Oracle Cloud ERP. Provide assistance in cleanup of implementation issues and establishing efficient policies and procedures in Finance as it relates to the new system. Assist in completing the fiscal year's audit and preparation of the Annual Financial Report.

City of Sunrise: Contracted since 7/16 to 7/2022

Contact name: Hector Perez, Deputy IT Director (954)748 -3443 email: Hperez@sunrisefl.gov

Project Management services for implementation of a multimillion Enterprise Resource Planning (ERP) system. Provide recommendations for Government accounting standards and best practices for the setup of the Financial module including General Ledger, Budgeting and Accounts Receivable. Lead the implementation, coordination, set up of best practices for Human Resources and Payroll Module, Utility Billing, Work orders, Asset management and Inventory modules. Also, assist with the coordination and implementation of Kronos timekeeping system. Provide all necessary services related to ERP implementation including but not limited to project management, newsletters, Change Management, training and all follow up necessary for an efficient go-live. Coordination of training and efficient integration of subsystems until go-live.

City of Hallandale: Contracted 8/16-12/30/18, 4/21-9/2022

Contact name: Multiple senior staff

Operate the Financial Department for six months, which included closing the fiscal year and year-end audit and the completion of the Comprehensive Annual Financial Report. Also provided payroll and Utility billing services to continue operations due to staff transitions. Additional services for various areas including CRA operations and improvements, Capital Projects, Bond drawdowns and recording investment earnings and reconciliation of and Due To/Due From. Review different City procedures and recommend improved and efficient processes for CRA operations, Payroll, Bank reconciliations and Kronos timekeeping. Training of staff and review of system set up and make recommended changes to improve the City's processes. Review HR processes and make recommended changes and retraining of staff. Upgrade of the Munis ERP system.

City of Oakland Park: Contracted since 10/17- Ongoing Maintenance Contract

Contact name: Mark Curry, Manager of IT (954)630 -4228 email: Mark.curry@Oaklandparkfl.gov

Assist with the implementation of the EnerGov systems used for Permits, Code Enforcement, Business Licenses and Planning & Zoning. Provide training to staff in the Tyler/ Munis ERP system and Microsoft products including Excel, Word and Power Point.

City of Doral: Contracted 4/2021-5/2021

Assist the City to identify Munis EnerGovt issues and recommend actions necessary to improve functionality.

Town of Loxahatchee Grove: Contracted 6/2021-8/2021

Assist the City to close the fiscal year and completing the annual external audit. Provide recommendations to assist the Finance Department of operate more effectively and efficiently.

CITY OF MIRAMAR – BROWARD COUNTY, FL

6/2009 to 7/2016

Interim Finance Director/Assistant Finance Director

Project Management for the Implementation of the City's ERP system and the Kronos Timekeeping system. Including the contract negotiations and phasing of all modules. Other duties include:

- Coordinate & prepare the Annual Financial Report (\$220M)
- Plan & develop all accounting and fiscal policies
- Supervise and coordinate the annual external audit
- Implement accounting policies & procedures
- Project Manager for ERP implementation for all applications
- Supervise all finance divisions (Payroll, Utility Billing etc)
- Treasury, Bond Debt issue and Grants management
- City representative for Union Negotiations

CITY OF PARKLAND – BROWARD COUNTY, FL

1/2007 to 5/2009

Finance & Administrative Service Director

Plan, recommend and coordinate implementation of all software systems. Other duties include:

- Coordinate & prepare the Annual Financial Report and Annual Budget (\$40M)
- Supervise the Information Systems & Human Resources divisions
- Plan & develop all accounting, fiscal, personnel and information systems polices
- Treasury, Risk and Purchasing management

- Supervise & coordinate the annual external audit

TOWN OF LANTANA – PALM BEACH COUNTY, FL

8/2001 to 5/2006

Finance & Administrative Service Director

Plan, recommend and coordinate implementation of all software systems. Other duties include:

- Coordinate & prepare the Annual Financial Report and Annual Budget (\$29M)
- Supervise the Information Systems, Risk Management & Human Resources divisions
- Plan & develop all accounting, fiscal, personnel and information systems policies
- Treasury management
- Supervise & coordinate the annual external audit

CITY OF NORTH LAUDERDALE – BROWARD COUNTY, FL

1/2000 to 8/2001

Finance Director

Plan, recommend and coordinate implementation of all software systems. Other duties include:

- Plan & develop all accounting and fiscal policies
- Supervise and coordinate the annual audit
- Coordinate and prepare the Annual Financial Report and Budget (\$30M)
- Treasury management and Bond issue
- Implement accounting policies & procedures
- City representative for Union Negotiations

Technical Expertise

<i>Common Analytical Products</i>	<i>Other Products</i>
Microsoft Excel - Expert	Munis – Expert
Microsoft Powerpoint - Expert	SharePoint
Microsoft Word - Expert	Sungard/HTE-Expert
Microsoft Access – Intermediate	Kronos & Telestaff Timekeeping
Microsoft Outlook – Advanced/Expert	Oracle Cloud ERP – Intermediate
	SAP Software – Intermediate

GOVERNMENT & ERP IMPLEMENTATION SERVICES LLC

ASAF BEN-SHOSHAN – TECHNICAL EXPERT

Government.erp.services@gmail.com

Intelligent individual with Project Management, Financial, and Technical Expertise. Excellent interpersonal communication skills. Superior Analytical skills and a proven aptitude for adapting to new environments quickly.

Educational Background

Bachelor of Arts / Major in Social Sciences / Minor in Psychology (6/2004)

FLORIDA ATLANTIC UNIVERSITY – BOCA RATON, FL

Graduated Cum Laude · GPA 3.5

Professional Experience

ERP CONSULTANT – GOVERNMENT & ERP IMPLEMENTATION SERVICES LLC, BROWARD COUNTY, FL 2016 to current

Project Manager / Technical Expert

Provide project management and technical guidance for the cities of Sunrise, Oakland Park, Cape Coral, City of Doral and Hallandale Beach. Assist with the implementation, coordination, and technical support of a multi-million-dollar Enterprise Resource Planning (ERP) system. Also, responsible for training employees in the new system and a wide variety of other programs, Excel, Access, and Business Intelligence Development Studio (BIDS) SQL (specifically SSRS) based reporting.

- Assist in coordinating and planning of implementation steps
- Identify, discuss and resolve operational challenges with individuals of diverse personalities and competencies.
- Provide and guide the agency with best practices in areas such as budget, purchasing, accounts payable etc.
- Design and create specialized reports for multiple areas to facilitate efficient operations and reporting.
- Provide expert ERP best practice implementation, analysis and design. Expertise based on multiple implementations in other cities.
- Work with the vendor and city with setting up appropriate timelines and communicating with executive, management and front-line staff.
- Aide staff in developing new policies and procedures to maximize the use of the new system. Re-write Standard Operating Procedures to maximize best practices and work more efficiently with the new technology.
- Train employees in the new system and create step-by-step manuals customized to the needs of the agency. Also provide direct training in commonly used programs such Excel, Word, and SQL reporting.
- Provide follow-up technical and policy support ensuring a successful long-term implementation

CITY OF MIRAMAR – BROWARD COUNTY, FL

2012 to 2016

Munis System Admin / Reporting and Training Officer / Budget Analyst

Provide system administration and project management of the cities multi-million-dollar Enterprise Resource Planning (ERP) system. Also, responsible for training employees in a wide variety of programs, creating Excel, Access, and SQL based reports, analyzing budget data, more...

- Primary system administrator on a multi-million-dollar ERP system. Administrative responsibilities include, but are not limited to, implementation projects, troubleshooting major system errors, permissions, account creation, workflow management, more...

- Provided project management over implementation and departmental process enhancement for varying departments and programs including Community Development, Finance, Cultural Arts, Building and Code, Vendor Self Services, Citizen Self Services, On-line Billing, and much more...
- Provide employees with advanced Training in using Microsoft office products such as Access, Excel, PowerPoint, Word, and Outlook. Trained employees extensively in using the cities ERP solution Munis, Tyler Cashiering, Pulse, and Tyler Content Manager.
- Responsible for establishing, maintaining, and managing SQL based reporting city wide as well as providing a wide array of Excel and Access driven analytical reporting for Finance, Budget, Procurement, Payroll and a number of other city departments
- Key player in the creation of the city's Budget book and CAFR (Comprehensive Annual Financial Report)

MIRAMAR POLICE DEPARTMENT – BROWARD COUNTY, FL

2005 to 2012

Police Planner / Crime Analyst

Responsible for managing projects, completing complex administrative reports, identifying and analyzing crime patterns, and supporting investigations.

- Managed, organized, and produced reports for major administrative projects for all areas of the police department. Project examples include assessing staffing levels, police deployment patterns, and policy and procedure enhancements.
- Created and managed multiple access databases utilized by employees throughout the department.
- Supervised and trained multiple interns in Crime Analysis. Two of which moved on to become full time employees of the police department.
- Provided professional analytical support in the form of spider and organizational charts, phone toll analysis, GIS maps (utilizing Arc GIS), data mining and collation, and case management.
- Assisted in major case investigations including but not limited to racketeering (RICO), homicides, internal affairs, robberies, identity theft, prostitution rings, and much more. Functioned as the analyst on a yearlong task force (Operation Blood Thinner) including the FBI, Coast Guard, Broward Sheriff's Office, Pembroke Pines Police, and Miramar Police Department.

Technical Expertise

<i>Common Analytical Products</i>	<i>Other Products</i>
Microsoft Excel - Expert	SSRS (SQL Server Reporting Services) - Advanced
Microsoft PowerPoint - Expert	SSIS (SQL Server Integration Services) - Advanced
Microsoft Word - Expert	SSMS (SQL Server Management Studio) – Basic
Microsoft Access – Expert	Adobe X Pro – Advanced
Microsoft Outlook – Advanced/Expert	Munis – Expert
Arc GIS - Advanced	Lots more
Analyst Notebook - Advanced	



GOVERNMENT & ERP IMPLEMENTATION SERVICES, LLC

7005 NW 67TH TERRACE PARKLAND, FL 33067

PHONE: 954-815-8654 FAX: 754-812-7276

EMAIL : Bhastings@govtERPservices.com

March 31, 2023

Ms. Stephanie Tinsley CPA, CPFO, CGFM
Finance Director
City of Deerfield Beach
150 NE 2nd Ave
Deerfield Beach, FL 33441

RE: ERP Consulting Services

Dear Ms. Tinsley:

Thank you for allowing me to submit a proposal for consideration with regards to the assistance that the city will need in the implementation of the Tyler/Munis ERP system.

My company specializes in ERP implementations and governmental accounting services and has provided similar services to five other Cities in Broward County. In addition, we have extensive knowledge in the Tyler/Munis ERP application including EnerGovt and Kronos timekeeping. We have been extremely successful in achieving on time go-lives while implementing process improvements in all modules. Some of the services that we propose to provide are:

- Project Management
- Analysis and Design
- Testing and Conversions
- Report design and creation
- Step-by-step procedure guides
- City wide training and Support
- Contract negotiations (as needed)

I am attaching two resumes for your review and consideration. As you will notice we have a significant amount of experience and our skill-set complements each other which allows us to be able to provide whatever services the City will need for a successful implementation.

I am pleased to provide a proposal for an all-inclusive rate as shown below:

ERP Project		
<u>Assigned Staff</u>		<u>Hourly Rate</u>
<i>Barbara Hastings CPA</i>	\$	<i>150.00</i>
<i>Asaf Ben-Shoshan</i>	\$	<i>110.00</i>

Unfortunately, it is difficult to provide as estimated number of hours that the city will need as there are many factors to consider. However, the city can determine a not-to-exceed amount which we will work with.

Thanks again for the opportunity to provide this proposal and I look forward to working you're you and the staff at the City of Deerfield Beach.

Sincerely,

Barbara Hastings

Barbara Hastings CPA
President



City of Deerfield Beach

150 NE 2nd Ave
Deerfield Beach, FL
33441
954-480-4200

Face Sheet File Number: I.D. 2023-1815

Agenda Date: 5/2/2023

Status: CONSENT - AGREEMENTS &
EXPENDITURE REQUESTS

In Control: City Commission

Title

Resolution 2023/ - A Resolution of the City Commission of the City of Deerfield Beach, Florida, approving the ranking and award of Request for Qualifications #23-05-BA for the creation of a public safety master plan to the top ranked proposer, Architects Design Group/ADG, Inc.; authorizing the City Manager to negotiate an agreement with Architects Design Group/ADG, Inc.; and providing for an effective date. (Funds from Account #399-3000-521-61-04 - Capital Projects - Public Safety & Account #399-3000-522-61-04 - Capital Projects - Public Safety)

Recommended Action

Commission to vote on Resolution

Voting Requirement

Adoption requires a 3/5 vote of the City Commission

Fiscal Impact

Costs: Contract Cost to be negotiated

Account Name: Capital Projects - Public Safety

Account Number: 399-3000-521-61-04

Secondary Account Name: Capital Projects - Public Safety

Secondary Account Number: 399-3000-522-61-04

Background/History

The City of Deerfield Beach is currently seeking an architectural, design, and/or engineering firm to create a Public Safety Master Plan to include the following: (1) a facility space needs assessment; (2) a comprehensive staffing study; and (3) an evaluative analysis of existing and prospective future sites for the Office of Public Safety staff and facilities. The City intends to enter into an agreement with Architects Design Group, Inc. (ADG).

The City issued Request For Qualifications #23-05-BA consistent with the requirements set forth in Section 287.055, Florida Statutes. The functional departments that were part of the evaluation included the Office of Public Safety, Emergency Management, Law Enforcement, Fire Rescue, Ocean Rescue, Code Compliance, Parking, and Park Rangers. The facilities (and year constructed) that will be included in the study span these departments and include Police Services (1970), FS 4 (1977), FS 51 (2022), FS 66 (1977), FS 75 and Ocean Rescue (1979), FS 102 (2007), FS 111 (2021-trailer). For reference, the population of Deerfield Beach in 1970 was approximately 17,100. Today's population of 87,000-89,000, represents a population increase of more than 400%.

Current Activity

The Evaluation Committee is recommending that the award of RFQ #23-05-BA be to the highest-ranked firm, ADG.

Recommendation

Approval of the ranking and award to the highest ranked firm ADG for the creation of a public safety master plan, authorize the City Manager to negotiate an agreement with ADG and if negotiations are unsuccessful, authorize the City Manager to negotiate an agreement with the next highest ranked proposer, Walter Zackria Associates, PLLC.

RESOLUTION NO. 2023/

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DEERFIELD BEACH, FLORIDA, APPROVING THE RANKING AND AWARD OF REQUEST FOR QUALIFICATIONS #23-05-BA FOR THE CREATION OF A PUBLIC SAFETY MASTER PLAN TO THE TOP RANKED PROPOSER, ARCHITECTS DESIGN GROUP/ADG, INC.; AUTHORIZING THE CITY MANAGER TO NEGOTIATE AN AGREEMENT WITH ARCHITECTS DESIGN GROUP/ADG, INC.; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City has followed the procedures set forth in Section 287.055, Florida Statutes, entitled “Consultants’ Competitive Negotiation Act” (“CCNA”) and other applicable regulations to advertise for statements of qualifications for architectural & engineering design services; and

WHEREAS, the City of Deerfield Beach (the “City”) issued Request for Qualifications #23-05-BA (the “RFQ”) for the creation of a Public Safety Master Plan (the “Project”), which was advertised in the legal notices section of the Sun-Sentinel on January 30, 2023; and

WHEREAS, the notice was also sent to 258 prospective offerors via the e-Procurement Marketplace and 34 vendors viewed the RFQ documents; and

WHEREAS, on February 28, 2023 at 2:00 p.m., the Purchasing and Contract Administration Division unsealed the three proposals that were timely received, and reviewed the responses to ensure they met the RFQ requirements; and

WHEREAS, the evaluation committee members independently reviewed and scored the three responses in accordance with the weighted criteria stated in the RFQ prior to the first public evaluation committee meeting; and

WHEREAS, the evaluation committee meeting was held on March 8, 2023 to score the responses based on the weighted criteria stated in the RFQ; and

WHEREAS, following the initial rankings, the evaluation committee was unanimous in their decision to conduct oral presentations/interviews with the top two ranked proposers; and

WHEREAS, on March 28, 2023, oral presentations/interviews were held; and

WHEREAS, following the oral presentations/interviews, the evaluation committee submitted their final rankings (the “Ranking”), with Architects Design Group/ADG, Inc. (“ADG”) as the top ranked, responsive and responsible proposer; and

WHEREAS, the evaluation committee was unanimous in their decision to recommend that the City Commission approve the Ranking, and authorize the City Manager to negotiate an agreement with ADG for the Project.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF DEERFIELD BEACH, FLORIDA, AS FOLLOWS:

Section 1. The above referenced “Whereas” clauses are true and correct and made a part of this Resolution.

Section 2. The City Commission hereby approves the Ranking and award of the RFQ to ADG, the top ranked responsive and responsible proposer.

Section 3. The City Manager is hereby authorized to negotiate an agreement with ADG for the Project, consistent with the terms of the RFQ. If negotiations with ADG are successful, the mutually acceptable negotiated agreement shall be presented to the City Commission for approval. If negotiations with ADG are unsuccessful, the City Manager is authorized to negotiate an agreement with the next highest ranking proposer, Walters Zackria Associates, PLLC.

Section 4. The appropriate City officials are authorized to take all necessary steps to implement the aims of this Resolution.

Section 5. This Resolution shall become effective immediately upon adoption.

PASSED AND ADOPTED THIS ____ DAY OF _____, 2023.

CITY OF DEERFIELD BEACH

BILL GANZ, MAYOR

ATTEST:

HEATHER MONTEMAYOR, CITY CLERK



Memorandum

TO: Rodney Brimlow, Director of Public Safety

FROM: Bogdan Avasiloe, Purchasing Manager

DATE: April 12, 2023

RE: **Public Safety Master Plan, RFQ #23-05-BA**

The Purchasing and Contract Administration Division recently issued a Request for Qualifications (RFQ) for Public Safety Master Plan, RFQ #23-05-BA. This formal competitive solicitation process complies with the City of Deerfield Beach procurement requirements. Details of the competitive solicitation process are as follows:

- The RFQ was advertised in the legal notices section of the Sun-Sentinel on January 30, 2023.
- The notice was also sent to two hundred fifty-eight (258) prospective Offeror's via the e-Procurement Marketplace.
- Thirty-four (34) vendors viewed the documents of the RFQ.
- On February 10, 2023 at 9:00 am. EST a Non-Mandatory Site Visit was held for a tour of the City's Facilities.
- On February 10, 2023 at 2:30 p.m. EST a Non-Mandatory Proposal Conference was held. The purpose of the conference is to provide the City and prospective Proposers the opportunity to clarify and discuss the solicitation process, terms, conditions, and scope of services.
- On February 28, 2023 at 2:00 p.m., the due date and time, the Purchasing and Contract Administration Division closed and unsealed the three (3) proposals received. The proposals were reviewed by the Purchasing and Contract Administration Division to ensure each proposal met the RFQ requirements.
- Subsequently, each member of the evaluation committee assigned by the City Manager received their evaluation packages that consisted of: evaluation committee policies and procedures, evaluation sheets.

Each evaluation committee members independently reviewed and scored the proposals in accordance with the criteria/points stated in the RFQ prior to the first public evaluation meeting held on March 8, 2023 at 1:00 p.m. EST. The Evaluation Committee consisted of: Rodney Brimlow, Director of Public Safety; Priscilla Cygielnik, Director of Environmental Services; Richard Sievers, Emergency Management Coordinator; Chad Brocato, Fire Chief – City of Pompano Beach. One of the original Evaluation Committee Members, Andrew Baker, BSO Planning, Development, and Facilities Mgmt. Director was unable to participate

as a member of the Evaluation Committee. Eric Power, Director of Planning & Development Services, the approved Evaluation Committee alternate replaced Andrew Baker.

- The proposals were evaluated based on the following Criteria / Weight / Points:

Criteria	Points
Qualifications of project manager(s)	10
Qualifications and expertise of firm/team	15
Overall experience	10
Complexity of prior work	15
Ability to meet schedule	5
Approach/methodology to project	20
Past performance/references	20
Location/proximity of office to the City	5
	100

- The proposals were ranked as follows:

Ranking	Rodney Brimlow	Priscilla Cygielnik	Richard Sievers	Chad Brocato	Eric Power	Ranking
Architects Design Group / ADG, Inc.	96.6	66.15	93.45	102.9	68.25	1
Walters Zackria Associates	72.45	89.25	71.4	99.75	81.9	2
CPZ Architects, Inc.	38.85	58.8	64.05	86.1	70.35	3

- Two (2) Offerors (Architects Design Group / ADG, Inc. and Walters Zackria Associates) provided evidence for the Disadvantaged Business Enterprise Program stated in the RFQ documents. As required per City Ordinance Section 38-130, the Evaluation Scores for these two (2) Offerors were adjusted upward by five (5) percent. The adjusted Evaluation Scores are reflected in the above ranking chart.
- Following the ranking, Eric Power made a motion to conduct Oral Presentations/Interviews with the top two (2) ranked Proposers, (Architects Design Group / ADG, Inc. and Walters Zackria Associates). This motion was seconded by Rodney Brimlow. The Evaluation Committee was unanimous in their decision to conduct Oral Presentations/Interviews with the top two (2) ranked Proposers.
- On March 28, 2023, Oral Presentations/Interviews were conducted as follows:

PROPOSER	TIME
Walters Zackria Associates	10:30 AM
Architects Design Group	11:15 AM

- On March 28, 2023 at 12:00 p.m. EST, following the Oral Presentations/Interviews, an Evaluation Committee meeting was held. The Evaluation Committee were provided with their initial Evaluation Sheets (from the initial Evaluation Committee meeting) and the Final Evaluation Sheets (after Oral Presentations/Interviews) which was independently filled-out after their discussions.
- The proposals were evaluated based on the same criteria/points as the initial Evaluation Committee meeting.
- The results of the final ranking (After Oral Presentations/Interviews) are as follows:

Ranking	Rodney Brimlow	Priscilla Cygielnik	Richard Sievers	Chad Brocato	Eric Power	Ranking
Architects Design Group / ADG, Inc.	103.95	56.7	98.7	102.9	75.6	1
Walters Zackria Associates	65.1	74.55	59.85	99.75	77.7	2

- Two (2) Offerors (Architects Design Group / ADG, Inc. and Walters Zackria Associates) provided evidence for the Disadvantaged Business Enterprise Program stated in the RFQ documents. As required per City Ordinance Section 38-130, the Evaluation Scores for these two (2) Offerors were adjusted upward by five (5) percent. The adjusted Evaluation Scores are reflected in the above ranking chart.
- Following the final ranking (after oral presentations), Rodney Brimlow made a motion to recommend to the City Commission, to approve the ranking and negotiate a contract to the first ranked proposer Architects Design Group / ADG, Inc. This motion was seconded by Eric Powers. The Evaluation Committee was unanimous in their decision.
- Reference checks were conducted on Architects Design Group / ADG, Inc. revealing positive ratings.
- Documentation related to this solicitation may be obtained by e-mailing sfrancis@deerfield-beach.com. You may contact the Purchasing and Contract Administration Division at 954-480-4381 with any questions.

In summary, the Evaluation Committee is recommending to the City Commission, to approve the ranking and negotiate a contract with the first ranked proposer Architects Design Group / ADG, Inc.

Please use this memorandum and all attachments as your backup to the City Manager for the next available City Commission Meeting.

Att. Scope of Services

SECTION VI – SCOPE OF SERVICES

1. Purpose

The City of Deerfield Beach (City) is currently seeking request for qualifications from architectural, design, and/or engineering firms (“Firm,” “Consultant,” or “Respondent”) interested in composing a Public Safety Master Plan to include (1) a facility space needs assessment, (2) a comprehensive staffing study, and (3) an evaluative analysis of existing and prospective future sites for the Office of Public Safety staff and facilities. The consultant should be very familiar with national standards applicable to all areas of public safety addressed in this project. The City’s Office of Public Safety includes the following departments: Emergency Management, Law Enforcement, Fire Rescue, Ocean Rescue, Park Rangers, and Code Compliance. The selected Consultant may be requested to provide additional services resulting from recommendations made in response to these analyses.

The City intends to enter into an agreement with the highest scored and qualified respondent after all Request for Qualifications (RFQ) are evaluated and negotiations completed. Qualifying firms must have been principally involved in completing at least five (5) similarly sized and scoped assessments within the last ten (10) years (**please do not submit if this criteria cannot be fulfilled**). All qualified firms or persons shall have current licenses as required under the State of Florida for the provisions of services for the City of Deerfield Beach. The award and contract shall be in accordance with Section 287.055 Florida Statutes, as amended, Consultants’ Competitive Negotiations Act (CCNA). The contract will be non-exclusive, and the City may secure similar or identical services from other professionals.

Firms must be licensed to do business in the State of Florida and under the laws of the State of Florida. These services should be efficient and economical; adhere to industry standards and best practices. The City intends to enter into an agreement with the highest scored and qualified individual(s) or firm(s) after all Request for Qualifications (RFQ) are evaluated and negotiations completed.

2. Background

What had begun in the late 19th Century as a small settlement of just 20 people along the Hillsboro River, was eventually incorporated into Deerfield on June 11th, 1925. The agricultural population expanded rapidly once the town was bisected by rail lines of the Florida East Coast Railroad heading to Miami. To enhance its appeal to tourists, the name was eventually named Deerfield Beach, and has now grown to just over 16 square miles. The City is bordered on the east by the Atlantic Ocean, being located in the northeast corner of Broward County, just south of Boca Raton (Palm Beach County), and north of Pompano Beach and Fort Lauderdale. In addition to two railways, including one that provides both Amtrak and Tri-Rail services, there are several major roadways that are either in the City or significantly impact public safety resources, including I-95 (SR 9), Dixie HWY (SR 811), US-1 (Federal HWY, SR 5), SR A1A (Ocean DR), Military TRL, Powerline RD (SR 845), the Florida Turnpike (SR 91), Hillsboro BLVD (SR 810), SR 869 (Sawgrass Expressway & SW 10th ST), and Sample RD (SR 834).

From 2000 to 2010, the population of Deerfield Beach grew by 16.2%, and from 2010 to 2020, by an additional 15.8%. The current population is 87,000-89,000, with the latest census racial compositions of 47% White (NH), 28% African American (NH), and 22% Hispanic/Latino. By percentage, the City maintains one of the largest Brazilian (Portuguese-speaking) populations in the United States. The 2020 census median household income was \$47,183, with a poverty rate of roughly 17%. Juveniles comprise about 18% of the population, and those older than

65 are approximately 23%. There are approximately 32,297 households in the City, with a language other than English being spoken in roughly 47% of them.

In addition to a well-established, diverse residential population, and attracting a sizeable number of daily tourists and visitors, the City also maintains robust retail, restaurant, hotel, and commercial areas (including JM Family Enterprises and distribution centers for Double Eagle, UPS, Amazon, and Publix), as well as a major regional hospital. There are eleven (11) schools (mix of public, private, and charter, as well as elementary, middle, and high) in the City; the public schools all received a grade of “C” for 2022 by the Florida Department of Education.

In addition to having one of the nation’s cleanest and most environmentally safe beaches, along with a 920-foot long International Fishing Pier, the City has more than 470 acres spread across 50 other parks and green space locations, in addition to two Broward County parks, Quiet Waters Park and Deerfield Island Park. Quiet Waters Park is 427 acres with amenities of cable water skiing, miles of mountain bike trails, a water park, a dog park, and camping facilities. Deerfield Island Park (a.k.a. “Al Capone Island”) is the only island park in Broward County, and is 53 acres of natural habitat only accessible by boat, with nature trails and picnic facilities. For added recreation, the City also sponsors nearly a dozen major events, including an Independence Day Celebration that attracts crowds of just under 100,000 people to witness the July 4th festivities in the beach area.

The City operates under a Mayor-Commission form of government consisting of a five-member City Commission. The City Commission is responsible for establishing policy, passing ordinances and resolutions, adopting the budget, and appointing committees, among other duties. The commission-selected City Manager is responsible for overseeing the day-to-day operations of the government. Commissioners serve four-year staggering terms, with two commissioners elected every two years. The mayor is elected to serve a four-year term.

The City currently contracts both law enforcement and fire rescue services with the Broward Sheriff’s Office, and contracts Code Compliance services with Calvin Giordano & Associates, but provides Ocean Rescue and Park Ranger services with City employees. Including contracted employees, there are approximately 380 personnel positions assigned within the Office of Public Safety, accounting for an annual budget slightly more than \$75M.

The current City facilities utilized by the Office of Public Safety and of relevance to this project include the following:

1. Law Enforcement Station
 - 300 NE 2nd ST
 - Built in 1970
 - 19,798 square feet (old jail space unusable)
2. Fire Rescue Station 4
 - 928 E Hillsboro BLVD
 - Built in 1977
 - 21,581 square feet (2nd Floor utilized by PAL)
3. Fire Rescue Station 51
 - 1200 Veleiros BLVD
 - Built in 2022
 - 3,525 square feet (fire rescue unit only)

4. Fire Rescue Station 66
 - 590 S Powerline RD
 - Built in 1977
 - 12,591 square feet
5. Fire Rescue Station 75
 - 71 SE 21st AVE
 - Built in 1979
 - 5,070 square feet (2nd Floor partial use by Ocean Rescue)
6. Fire Rescue Station 102
 - 1441 SW 11th WAY
 - Built in 2007
 - 50,000 square feet (2nd Floor – IT; 3rd Floor – EOC)
7. Fire Rescue Station 111
 - 232 Goolsby BLVD
 - Built in 2021 (trailer)
 - 1,292 square feet
8. Ocean Rescue Office
 - 71 SE 21st AVE
 - Built in 1979
 - 5,070 square feet (2nd Floor)
9. Park Rangers Office
 - 401 SW 4th ST
 - Approx. 200 square feet (shared space)
10. Code Compliance Office
 - 150 NE 2nd AVE, 1st Floor
 - Approx. 300 square feet (shared space)
11. Office of Public Safety Administration Office
 - 150 NE 2nd AVE, 1st & 2nd Floor
 - Approx. 500 square feet

For reference, the population of Deerfield Beach in 1970 was approximately 17,100. Today's population represents a population increase of more than 400% for Deerfield Beach (compared to a little over a 200% increase for both Broward County and Florida, at large).

3. Scope of Services

- a. Qualifying firms must have been principally involved in completing at least five (5) similarly sized and scoped assessments within the last ten (10) years (**please do not submit if this criteria cannot be fulfilled**). The selected firm will utilize space metrics, staffing data, and site analyses to determine needs by department and functions. An evaluation of existing utilizations and projections for future needs will be conducted for any new public safety facilities, modifications or upgrades to existing facilities, or other recommendations. Departments to be included in the assessment are as follows: Emergency Management,

Law Enforcement, Fire Rescue, Ocean Rescue, Park Rangers, Code Compliance, and all ancillary and administrative components of the Office of Public Safety. The consultant will provide, in consultation with appropriate City staff, a staff and building use needs study and analysis for short and long-term, a recommendation as to how best to obtain efficiencies, as well as to how and where to meet the demands for the current City operations.

- Analysis of all current Emergency Management, Law Enforcement, Fire Rescue, Ocean Rescue, Park Ranger, Code Compliance, and other components of the Office of Public Safety operations.
- Inventory current and anticipated staff, validate, and review, including all department heads.
- Conduct site visits as needed to address all items listed.
- Conduct a space needs assessment of current and future spatial needs for all facility and department stakeholders; provide detailed space needs for each department.
- Conduct a comprehensive staff study to include current capabilities, opportunities/deficiencies, and current and future needs and solutions.
- Conduct a site analysis of existing facilities and assess current capacities, weaknesses/inadequacies, and recommend potential solutions for any future facility needs, including locations and other relevant data.
- Collaborate with City staff on public safety philosophy, organizational hierarchy, current and future department goals, jurisdictional and strategic planning issues, staffing projections, key personnel to be interviewed, function-based needs assessment, and any other information deemed appropriate to ensure an accurate analysis.
- Identification of current and future overall needs, desires, and practicality thereof of interested stakeholders and the City, to include locations for community engagement, workrooms, conference rooms, break rooms, storage rooms, segregate by minimum requirements (needs) and wants.
- In recommendations, be considerate of chain of command, security and safety measures, storage requirements, evidence requirements, possible future use, including the possible elimination of contract providers and replacing with City staff, and departmental operations.
- Project growth for future needs (5- and 10-year increments for 30 years) while also considering other factors that should be considered for supporting public safety functions.
- Present standardized office and workstation sizes and guiding principles for City staff, to include best practices based on job function (e.g., supervisor/manager and executives versus professional, support, and clerical staff).
- Apply space metrics and best practices to achieve baseline assessments related to national trends and best practices
- Provide an estimate of construction costs associated with each recommendation, as appropriate, including fixtures, equipment, and potential site acquisition.
- Participate in public engagement, education, and outreach efforts organized by the Director of Public Safety, including creation of online content, literature, and public meetings in coordination with City staff.
- Provide a preliminary analysis of potential cost savings in design, construction, and site selection for any facility upgrades, redesigns, or construction endeavors.
- Prepare conceptual drawings and renderings, as well as site plans as needed and relevant to findings and recommendations.

- b. **Cost & Sustainability Analysis (*alternate option*)** - Provide an estimated cost in current dollars for estimated design, construction, inspection, furnishing and equipment, include contingency fees to meet the needs identified. Separately provide a factor or amount to account for a higher level of sustainability than what is standard for general construction. This is to recognize any additional cost of construction may be offset by realized energy savings. The firm will provide time frame(s) to analyze the pay-back services. This will be an alternate option when negotiating pricing with the highest scored and qualified firm.
- c. **Analysis** – Working with the Director of Public Safety and Department Heads (or dedicated staff), the consultant will review staffing levels and projections. This analysis will examine required staffing levels by department, office, or area of service. The analysis should also consider potential changes to department structures to meet future needs. The firm should be able to provide advice regarding staff in comparable city organizations, now and in 5- and 10-year increments into the future, for a minimum of 30 years. Additionally, new programs or requirements may affect staffing levels which would be accounted for to the extent practicable, including the possibility of the City assuming responsibilities now provided via contractual agreements with various providers.
- d. **Deliverables** – The Firm shall provide written monthly progress reports and updates to the Director of Public Safety detailing the progress of the project, schedule status, fiscal progress, and other relevant information that demonstrates reasonable and timely progress to complete this project. The Firm shall provide a complete and comprehensive report, spreadsheets, and other documents as necessary to provide the final product to the City, in both written and an acceptable electronic format. The final report shall include an executive summary, narrative of the approach regarding assessments, studies, and analyses, methodologies, findings, and recommendations. In addition, all background data and analysis that supports findings should be documented. A synopsis of pertinent technical results in a simple to understand format for lay users with logical cross references to substantive supporting documentation shall also be presented. The summary and findings of the report must be easily comprehensible by the general public, elected officials, operational staff, and industry professionals executing any subsequent phases of the overall project.
- e. All work performed shall become the property and ownership of City of Deerfield Beach. The City shall have the rights to all files and have the ability to modify and use the files as deemed necessary to facilitate and implement any findings, recommendations, or other matters related to this project, or any other uses deemed appropriate by the City. It is expressly understood that this Agreement will be in effect until completion. Project completion is preferred within a 150 day timeframe from the date of the award. This Agreement may be terminated by either party with prior written seven (7) day notice.
- f. **Additional Services** – If the City identifies any additional services or projects to be provided by the firm that are not covered under the agreement that are beneficial to the City, such additional services shall be mutually negotiated between the City and the Firm.

4. Submission Content

- a. Respondents are advised to carefully follow the instructions contained herein to be considered fully responsive to this RFQ. Compliance with all requirements will be solely the responsibility of the Respondents. Failure to provide requested information will result

in disqualification of response. Respondents are further advised that lengthy or overly verbose or redundant submissions are not necessary.

- b. Respondents interested in performing these described services must display considerable relevant experience with the specified type of work outlined in the Scope of Services and should emphasize both the experience and capability of specific and particular personnel who will actually perform the work. Qualifying firms must have been principally involved in completing at least five (5) similarly sized and scoped assessments within the last ten (10) years (**please do not submit if this criteria cannot be fulfilled**). Respondents should carefully read the information contained in the Evaluation Procedures Criteria.
- c. **Introductory Letter** – Respondent's Statement of Interest and Availability to undertake this project. The introductory letter should not exceed two (2) pages, on 8.5" X 11" paper. The letter shall be on company letterhead and include the company name, address, phone number, fax number, and an email contact. The letter should be addressed to the Point of Contact for the City referenced in this RFQ. The letter shall be signed, in original ink signature, by an authorized officer of the firm and should contain the following:
 - 1. A statement of interest for the project, including a summary of key points describing the respondent's unique qualifications as they pertain to this particular project;
 - 2. The availability and commitment of the respondent; and
 - 3. The city and state of the respondent's corporate headquarters. Also indicate if there is a local office being utilized, if different from the firm's headquarters.
- d. **Approach** – Respondent shall provide a narrative to be included as part of the overall page count, discussing the respondent's approach to services as described, including involvement/evaluation by sub-firms. Additionally, respondent shall provide a discussion of their experience and planning for the following: (1) Firm submitting a response to this RFQ must submit a listing of current workload commitments and identify the anticipated duration of this project as part of the RFQ response for consideration by the City and (2) Respondent shall add any additional feature or services or pertinent considerations that will be beneficial to the project with justifications. Respondent should include a narrative to show a clear understanding of the scope and objectives to be performed for this project, including their specific work plan. Describe the approach to organization and management, incorporating experience with space needs assessments, staffing studies, and facilities analyses, and the responsibilities of the management staff and personnel that will perform the work on the project.
- e. **Qualification and Experience** – Respondent shall include (to be included as part of the overall page count) specific project experience and company data that addresses the following:
 - Firm Experience: Based on relevant government projects in the last ten (10) years, provide descriptive summaries for five (5) similarly sized and scoped government projects completed in the past ten (10) years. RFQ must include completed forms "Experience of the Firm" for at least five (5) projects, one of which is in Florida. Include specific information on any required change orders related to project schedule and costs. Include the specific role of the firm in these projects in detail. This information must also include client name, address, telephone, contact person, description of work, contract period, a statement as to whether the firm was the prime consultant or subconsultant, and the result of the project.

- Proposed Project Team: RFQ must include an Organizational Chart reflecting key officers and staff members that would provide services under the Firm contract. RFQ must include a “Candidate Summary” form for each of the following, if duties are performed by separate individuals:

1. Proposed Project Manager(s).
2. Technical Staff.
3. Other Pertinent Staff.*
4. Provide references for project team members.

*Clearly define and describe the role, responsibilities, qualifications, and licensure (if applicable) of each staff member that would provide services under the contract. Include background and experience to demonstrate the ability to successfully perform the scope of work.

- Other Documentation: Provide any other relevant documentation, which the Firm believes to support and substantiate their competencies to perform the recommended services.

- f. Supplemental Material** – Respondent is required to submit supplementary material (to be included as part of the overall page count) as part of the RFQ. Supplementary material will be considered on a pass/fail basis. Respondents should note that a “fail” to be responsive to these items can preclude any further review of the RFQ if it is determined to be in the best interest of the City. Supplementary material includes:

- Licenses & Certifications
- Organizational Chart
- Respondents Certifications
- Experience of the Firm
- Litigation History (if applicable)

5. Evaluation Committee and Review

A selection committee (Committee) has been established to review and evaluate all qualifications submitted in response to this Request for Qualifications (RFQ). The Committee shall conduct a preliminary evaluation of all submittals on the basis of the information provided and other evaluation criteria as set forth in this RFQ or as reasonably determined by the Committee. The factors to be considered by the City in making this finding of qualifications of the respondents are the capabilities, adequacy of personnel, past record, and experience of the firm or individual. The Committee will review each submittal for compliance with the minimum qualifications and mandatory requirements of the RFQ. **Failure to comply with any mandatory requirements will disqualify a submittal.**

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City of Deerfield Beach

150 NE 2nd Ave
Deerfield Beach, FL
33441
954-480-4200

Face Sheet File Number: I.D. 2023-1813

Agenda Date: 5/2/2023

Status: CONSENT - AGREEMENTS &
EXPENDITURE REQUESTS

In Control: City Commission

Title

Resolution 2023/ - A Resolution of the City Commission of the City of Deerfield Beach, Florida, approving the Interlocal Agreement among the City, Broward County and Broward Municipalities for the establishment of the Solid Waste Disposal and Recyclable Materials Processing Authority of Broward County; providing for execution and an effective date. (Funds from Account #450-4551-534-32-99 - Other Contractual Services)

Recommended Action

Commission to vote on Resolution

Voting Requirement

Adoption requires a 3/5 vote of the City Commission

Fiscal Impact

Costs: Estimated initial 3 year commitment costs: FY 24 \$118,381.05, FY 25 \$120,000, FY 26 \$125,000

Account Name: Other Contractual Services

Account Number: 450-4551-534-3299

Background/History

In late 2019, Broward County and Broward County municipalities established a Solid Waste Working Group ("SWWG"), a group of elected municipal and county officials, to jointly develop recommendations for the creation of a regional solid waste management system based on shared principles and commitments, including a mutually agreed governance structure.

Over the course of the last several years, regular meetings have been held with the SWWG to develop an Interlocal Agreement (ILA) which would form the basis of the development of a regional solid waste management system.

Current Activity

A Solid Waste Delegates Meeting for the SWWG was held on March 30, 2023 to review and finalize the ILA.

Attached are the following documents in consideration of the above:

1. Final version of the ILA
2. A synopsis of key points of the Solid Waste ILA
3. A summary of the primary modifications requested by participating governments to the draft interlocal agreement
4. Estimated municipal contributions prior to the establishment of any special assessment

Recommendation

Staff recommends execution of the ILA and funding the efforts for the next three fiscal years as per the estimated municipal contributions attachment included herein. Upon completion of the Master Plan and relevant studies, the City shall have the ability to exit the ILA should the findings and related costs not be deemed in the best interest of the City of Deerfield Beach.

RESOLUTION NO. 2023/

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DEERFIELD BEACH, FLORIDA, APPROVING THE INTERLOCAL AGREEMENT AMONG THE CITY, BROWARD COUNTY AND BROWARD MUNICIPALITIES FOR THE ESTABLISHMENT OF THE SOLID WASTE DISPOSAL AND RECYCLABLE MATERIALS PROCESSING AUTHORITY OF BROWARD COUNTY; PROVIDING FOR EXECUTION AND AN EFFECTIVE DATE

WHEREAS, in order to protect the long term public health, safety, and welfare of the residents of Broward County, the various municipalities in Broward County along with Broward County are committed to working together collaboratively through the creation of an independent legal entity to be known as the Solid Waste Disposal and Recyclable Materials Processing Authority of Broward County, Florida (the “Authority”); and

WHEREAS, the Authority’s mission is to develop and implement a long-term, environmentally sustainable, transparent, innovative, and economically efficient plan and approach to disposal, reduction, recycling, and reuse of waste generated in Broward County; and

WHEREAS, in order to be effective and create the Authority, the Interlocal Agreement among Broward County, the City, and other Broward Municipalities, attached as Exhibit “A”, (the “ILA”) must be approved Broward County and municipalities representing at least 75% of the total population of Broward County; and

WHEREAS, the ILA establishes a Governing Board (the “Board”) comprised of one elected official from the County and one from each participating municipality; an executive committee, an appointed Executive Director, and a Technical Advisory Committee; and

WHEREAS, the ILA will be for a term of 40 years, with up to two possible 10-year extensions approved by the County Commission and the elected bodies of municipalities representing some minimum percentage of the Broward solid waste tonnage as determined by the Governing Board (which will be no less than 50%); and

WHEREAS, in accordance with the ILA, the Board shall adopt a Master Plan and a proposed Facilities Amendment to the ILA, which will collectively describe the Authority’s operations in detail, provide the comprehensive planning framework and strategic direction to manage system waste, set forth the facilities that will be operated as part of the system, and describe the funding/financing mechanisms for the Authority; and

WHEREAS, the ILA requires that each party financially contribute towards the cost of operations (the “Start-Up Funding”), until the Authority is able to fund its budget through special assessments or other methods, and such expenses are capped at \$2,000,000 total per year, calculated on a fiscal year basis; and

WHEREAS, the portion of the Start-Up Funding used for the cost of professional/technical consultants to develop the Master Plan will be paid 50% by the County and 50% by the participating Broward municipalities on a pro rata basis based upon population, and the remaining Start-Up Funding expenses will be paid by all parties on a pro rata basis based upon population (with the County’s population based upon the unincorporated areas only); and

WHEREAS, no later than the effective date of the Facilities Amendment, the ILA requires that all parties commit to send all of their System Waste to the Authority, through regulatory flow control (through the adoption of ordinances) and contractual flow control (through inclusion of such provisions in new hauler contracts), all subject to existing contracts; and

WHEREAS, Section 3.3.1 of the ILA provides municipalities the ability to withdraw from the ILA after the Facilities Amendment is approved by the Board; and

WHEREAS, staff recommends the City Commission approve and authorize execution of the ILA, attached as Exhibit “A”.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF DEERFIELD BEACH, FLORIDA, AS FOLLOWS:

Section 1. The above referenced “Whereas” clauses are true and correct and made a part of this Resolution.

Section 2. The City Commission hereby approves the ILA, attached as Exhibit “A”, for the creation of the Authority.

Section 3. The Mayor and City Manager are hereby authorized to execute the ILA with the County and Broward municipalities, attached as Exhibit “A”, together with such non-substantial changes as are acceptable to the City Manager and approved as to form and legal sufficiency by the City Attorney.

Section 4. The appropriate City officials are authorized to take all necessary steps to implement the aims of this Resolution.

Section 5. This Resolution shall become effective immediately upon adoption.

PASSED AND ADOPTED THIS ____ DAY OF _____, 2023.

BILL GANZ, MAYOR

ATTEST:

HEATHER MONTEMAYOR, CITY CLERK

**INTERLOCAL AGREEMENT FOR SOLID WASTE DISPOSAL AND RECYCLABLE MATERIALS
PROCESSING AUTHORITY OF BROWARD COUNTY, FLORIDA**

This Agreement (“Agreement”) is among Broward County, a political subdivision of the State of Florida (“County”), and the municipalities in Broward County that formally approve this Agreement pursuant to its terms and return an executed signature page (each, individually, a “Municipal Party” and collectively, the “Municipal Parties”) (collectively, the “Parties” and each individually a “Party”).

ARTICLE 1. RECITALS AND FINDINGS OF FACT

1.1. Mission Statement. To protect the long-term public health, safety, and welfare of the residents of the Municipal Parties and County, the Parties commit to working together collaboratively through the creation of an independent legal entity known as the “Solid Waste Disposal and Recyclable Materials Processing Authority of Broward County, Florida” (the “Authority”), the purpose of which is to develop and implement a long-term, environmentally sustainable, transparent, innovative, and economically efficient plan and approach to disposal, reduction, recycling, and reuse of waste generated in Broward County.

1.2. Goals of the Authority. The Authority will (a) encourage recycling, reduction, and reuse, in order to divert Authority Solid Waste (defined below) from landfills, seeking to ultimately reach zero waste, (b) support regional solutions with other counties with priority being given to the needs and goals of the Parties, (c) conduct comprehensive public education campaigns, and (d) engage in and/or support research and development into disposal, reduction, recycling, reuse, and utilization of the latest technology to create a sustainable and resilient Authority Solid Waste disposal and Recyclable Materials (defined below) processing system. In connection with these goals, the Authority should consider and evaluate all existing permitted facilities and properties within Broward County with the appropriate entitlements and land uses, seeking to ultimately reach zero waste in order to meet its goals and objectives. The Authority may offer the Parties collection and hauling services for Authority Solid Waste and Recyclable Materials; however, ultimate responsibility for providing such services shall remain with each local government in Broward County.

1.3. Reservation of Powers. The Parties, individually and collectively, find that no municipal or County powers or functions are being transferred by this Agreement or by the creation of the Authority as a separate legal entity as described in Section 163.01, Florida Statutes. Each Party retains ultimate responsibility within its jurisdiction for supervising waste and recycling as provided by applicable law. Consequently, the Parties find that the Authority serves a limited government function: to operate the System (defined below). The Parties further find that the Authority is not a mere instrumentality of County or of the Municipal Parties. Except for such matters expressly stated in this Agreement, neither County nor the Municipal Parties shall maintain operational control hindering the Authority’s status as an independent and separate legal entity.

1.4. Other Critical Operations Not Addressed by this Agreement. The continuation of this Agreement is contingent on (a) a Master Plan (defined below) being ratified by the Authority, and (b) approval of an amendment to this Agreement by the Parties, both as detailed below. The purpose of the Master Plan and the contemplated amendment to this Agreement is to: (a) provide further specificity regarding the Authority's operations that the Parties have elected to address after the Effective Date (defined below), and (b) resolve other critical issues related to the Authority's creation and reflect such consensus as may exist or be formed concerning operations and related responsibilities, liabilities, or other commitments once the Parties determine the precise operations that will be undertaken, and facilities that will be owned, by the Authority.

ARTICLE 2. DEFINITIONS

2.1. **Authority Solid Waste** means garbage, rubbish, trash, refuse, or other discarded material resulting from the operation of residential, commercial, governmental, or institutional establishments in Broward County that would normally be collected, processed, and disposed of through a public or private solid waste management service. Unless excluded by the Master Plan, this term includes tropical storm debris, hurricane debris, all other storm debris, yard waste, bulk trash, white goods (including, without limitation, large household appliances, refrigerators, stoves, washing machines, drying machines, microwave ovens, and water heaters), manure, and construction and demolition debris. The term does not include the following: solid waste from industrial, agricultural, or mining operations (other than construction and demolition debris); sludges; solids or dissolved materials in domestic sewage, or other significant pollutants in water resources, including, without limitation, silt, dissolved or suspended solids in industrial wastewater effluents, or dissolved materials in irrigation return flows; any nuclear source or byproduct materials regulated under Chapter 404, Florida Statutes, or under the Federal Atomic Energy Act of 1954, as amended; Recovered Materials (defined below); Hazardous Materials (defined below); or any waste deemed unacceptable in the Master Plan.

2.2. **Broward Tonnage** means the total amount of System Waste (defined below) generated in each Municipal Party's jurisdiction and in the unincorporated areas of Broward County. When accurate data for System Waste is not available, the Governing Board (defined below) may by majority vote elect to approximate the total amount of System Waste by using population figures based on the most recent Bureau of Economic and Business Research – University of Florida report or any other reasonable source of population data it deems appropriate.

2.3. **Executive Committee** means the body described in Section 6.3, composed of members of the Governing Board and granted the powers described in Section 8.3.

2.4. **Governing Board** means the primary governing body of the Authority as described in Section 6.2 and granted the powers described in Sections 8.1 and 8.2.

2.5. **Hauler** means a person or entity engaged in the collection, transportation, or delivery of System Waste pursuant to an agreement with, or authorization granted by, any Party or the Authority.

2.6. **Hazardous Materials** means any waste, debris, substance, constituent, object, or material that: (a) is determined to be hazardous, toxic, corrosive, reactive, ignitable, explosive, radioactive, infectious, carcinogenic, teratogenic, or mutagenic (collectively, “Hazardous”), pursuant to the Broward County Charter, Chapter 27 of the Broward County Code of Ordinances, Florida Statutes Chapter 403, Chapter 62-730 of the Florida Administrative Code, the Resource Conservation and Recovery Act (“RCRA”), 42 U.S.C. § 6901, et seq., the Comprehensive Environmental Response, Compensation, and Liability Act (“CERCLA”), 42 U.S.C. § 9601, et seq., the Toxic Substances Control Act, 15 U.S.C. § 2601, et seq., 40 C.F.R. Parts 239 through 374, 40 C.F.R. Parts 700 through 799, 49 C.F.R. § 172.101, or any rule or regulation promulgated pursuant to the foregoing authorities; (b) is classified as “universal waste” pursuant to 40 C.F.R. Part 273; (c) is otherwise prohibited or determined to be Hazardous by applicable state or federal law; (d) is determined to be Hazardous at any time by the United States Environmental Protection Agency; (e) may cause damage to an Authority Solid Waste, Recyclable Materials, or Recovered Materials facility accepting the Hazardous Materials; or (f) otherwise poses a threat to public health or safety.

2.7. **Master Plan** means the master plan of operations document required to be adopted by the Authority for strategic and operational planning purposes, as well as describing the Authority’s operations in detail and providing the comprehensive planning framework and strategic direction to manage System Waste, across Broward County, consistent with the Parties’ responsibilities under applicable law.

2.8. **Recovered Materials** means metal, paper, glass, plastic, textile, or rubber materials that have known recycling potential, can be feasibly recycled, and have been diverted and source separated or have been removed from the solid waste stream for sale, use, or reuse as raw materials, whether or not the materials require subsequent processing or separation from each other, but the term does not include materials destined for any use that constitutes disposal. Recovered Materials, as described in this Agreement, are not included within the definition of Authority Solid Waste.

2.9. **Recyclable Materials** means those materials that are capable of being recycled and that would otherwise be processed or disposed of as Authority Solid Waste.

2.10. **System** means the collective arrangement of infrastructure and facilities overseen, owned, operated, acquired, or contracted for by the Authority and provided for in the Master Plan to manage System Waste.

2.11. **System Waste** means Authority Solid Waste, Recovered Materials, and Recyclable Materials, collectively, generated in any of the Parties’ jurisdictions and/or from outside of Broward County and identified as acceptable waste to be accepted by the Authority in the Master Plan. This term does not include Hazardous Materials or any waste deemed unacceptable in the Master Plan.

ARTICLE 3. FORMATION

3.1. By this Agreement, the Parties are coordinating a joint management program for System Waste through the Authority, created as an independent and separate legal entity pursuant to, and consistent with, Sections 163.01, 189.4041, 403.706(11), (12), (15), and (19), and 403.713, Florida Statutes.

3.2. The Authority will have the power and duty to establish, operate, and maintain the System. This Agreement does not divest any Party of its ultimate authority or obligation to supervise the provision of services related to System Waste generated in its jurisdiction; none of the powers granted the Authority constitutes a transfer of powers or functions as addressed under Article VIII, Section 4, of the Florida Constitution.

3.3. Deadline to Adopt Initial Master Plan and Facilities Amendment. The Authority, through its Governing Board, must: (a) adopt a Master Plan pursuant to the requirements of Article 7, and (b) approve a proposed amendment to this Agreement (the “Facilities Amendment”) that must subsequently be adopted by the Parties and that meets the procedural and substantive requirements of this section (the requirements under both subparts (a) and (b) are collectively “Formation Conditions”). If the Formation Conditions are not met within eighteen (18) months, plus any extension(s) of time approved pursuant to Section 3.3.1, after the Effective Date, this Agreement automatically terminates, and upon such automatic termination the Parties will only owe such duties to one another as expressly survive termination of this Agreement.

3.3.1. Extension. The Executive Committee may, by majority vote, extend the deadline to meet the Formation Conditions for up to an additional aggregate total of six (6) months. If the Executive Committee does not extend or has no further extension of the deadline available to it, the Governing Board may, by majority vote, extend the deadline by up to an additional twelve (12) months (i.e., beyond the six (6) month extension exercisable by the Executive Committee). In no circumstance will the deadline to meet the Formation Conditions, as extended, be more than thirty-six (36) months after the Effective Date.

3.3.2. Withdrawal. If and after the Governing Board approves the Facilities Amendment, the Authority shall provide written notice to each Municipal Party and to County. After receiving the Authority’s notice, each Municipal Party’s elected body shall have one hundred twenty (120) days to adopt a resolution approving the Facilities Amendment. A Municipal Party’s failure to deliver to the Authority a resolution adopted by its elected body approving the Facilities Amendment within the one hundred twenty (120) day period will be deemed that Party’s withdrawal from this Agreement. Except for provisions that survive expiration or termination of this Agreement, a Party that withdraws from this Agreement pursuant to this section will have no further rights, duties, or obligations hereunder, including, without limitation, that such Party will not have any representative on the Governing Board or the Executive Committee. Notwithstanding the foregoing, any Party that withdraws pursuant to this section will not be prevented from rejoining at a later date pursuant to Section 5.2.

3.3.3. Facilities Amendment; Required Contents. The Facilities Amendment must provide for the following:

3.3.3.1. A procedure and terms by which County may utilize facilities operated as part of the System (if any) that the Authority may own relating to the disposal of Authority Solid Waste if: (a) the Authority is no longer using the facility or has substantially reduced usage of the facility, resulting in a reduction of disposal capacity in Broward County, (b) such capacity is deemed necessary by County to fulfill its obligations under Section 403.706(1), Florida Statutes, and (c) County intends to operate such facility; and

3.3.3.2. A process to effectuate the orderly transfer of services being performed by the Authority and the transfer of assets of the Authority to a successor entity, or to County if County chooses to perform those services, if this Agreement is terminated or expires or if the Authority is dissolved (collectively “Wind Down”), including detailed processes addressing:

3.3.3.2.1. The disposition and/or transfer of reserve funds collected by the Authority associated with the assets being transferred;

3.3.3.2.2. How liabilities of the Authority, including debt obligations associated with assets being transferred, will be satisfied;

3.3.3.2.3. Whether or how County may acquire assets of the Authority that County intends to continue operating on behalf of the residents of Broward County related to Authority Solid Waste; and

3.3.3.2.4. How the costs of a capital expansion for County-owned facilities will be allocated among the Parties (which may include, among other things, County paying the full cost, the Municipal Parties paying the full cost, or some sharing of costs between County and the Municipal Parties).

3.3.4. Notwithstanding anything in this Agreement to the contrary, including, without limitation, Article 16, for the Facilities Amendment to be effective, it must be approved by the elected bodies of: (a) Municipal Parties representing at least eighty percent (80%) of the total population of the Municipal Parties; and (b) County. The Facilities Amendment must be adopted by the elected bodies of the Parties described in this section for the Formation Conditions to be met.

3.3.5. Condition on Exercise of Powers. Until the Formation Conditions are fully met, the Authority may not exercise any of the powers granted in the following sections of this Agreement:

3.3.5.1. Section 8.1.3 (Establishment of rates, fees, and other charges);

3.3.5.2. Section 8.1.4 (Recyclable Materials and Recovered Materials processing);

3.3.5.3. Section 8.1.5 (Recyclable Materials and Recovered Materials facilities and programs);

3.3.5.4. Section 8.1.7 (Collection and transportation services);

3.3.5.5. Section 8.1.8 (Authority Solid Waste disposal);

3.3.5.6. Section 8.1.12 (Issuance of bonds);

3.3.5.7. Section 11.1 (Commitment of System Waste); or

3.3.5.8. Section 11.2 (Regulatory Flow Control).

ARTICLE 4. DURATION

4.1. Effective Date and Initial Term. This Agreement will be effective on the first business day after it has been executed by: (a) Municipal Parties representing at least seventy-five percent (75%) of the population of Broward County; and (b) County ("Effective Date"). This Agreement begins on the Effective Date and continues for a period that ends forty (40) years after the Effective Date ("Initial Term"). Subject to Articles 3 and 17, no Party may terminate or otherwise withdraw from this Agreement during the Initial Term.

4.2. Extension Terms. This Agreement may be extended for up to two (2) consecutive ten (10) year terms (each an "Extension Term," and together with the Initial Term, the "Term") by the approval of the Parties' elected bodies as set forth below:

4.2.1. No later than five (5) years before the end of the then-current term, the Governing Board must determine, based on the projected funding needs of the Authority, the percentage of Broward Tonnage and number of Municipal Parties necessary to extend this Agreement. Notwithstanding the foregoing, no Extension Term may be exercised unless the elected bodies of Municipal Parties representing at least fifty percent (50%) of the Broward Tonnage and the elected body of County agree to exercise the Extension Term.

4.2.2. Except for the provisions of this Agreement that survive termination of this Agreement or that survive a Party's withdrawal from this Agreement, only those Parties whose elected bodies approve an Extension Term will be bound to this Agreement during such Extension Term.

4.2.3. If the Parties fail to extend this Agreement pursuant to Section 4.2.1, this Agreement will expire at the end of the then-current Term.

ARTICLE 5. MEMBERSHIP ELIGIBILITY AND OBLIGATIONS

5.1. Eligibility for Membership. County and each municipality located within Broward County are eligible to be Parties to this Agreement and thereby be members of the Authority.

5.2. Subsequent Joinder by Municipalities. After the Effective Date, any eligible municipality that is not already a Party may become a Party by agreeing to this Agreement (as may subsequently be amended), the Master Plan, and any additional terms and conditions established by the Authority, including, without limitation, payment of all amounts as may be required by the Governing Board.

5.3. Dissolution or Merger of Municipal Parties. Any Municipal Party that becomes unincorporated will lose its representative on the Governing Board. The tonnage attributed to any such former Municipal Party will be transferred to County for the purposes of calculating Broward Tonnage in relation to voting. Municipal Parties that merge will retain only a single representative on the Governing Board and the tonnage attributed to the merged Municipal Party will be the combined tonnage of the merging Municipal Parties for the purposes of calculating Broward Tonnage in relation to voting.

5.4. Ongoing Contributions of Parties Prior to Special Assessment. Until the Authority is able to fund its budget through special assessments or other methods, each Party must financially contribute towards the costs of operations of the Authority as stated in this section. Such expenses shall not exceed an aggregate yearly maximum amount of two million dollars (\$2,000,000), calculated on a fiscal year basis (October 1 to September 30). If the Effective Date is on any date other than the start of a fiscal year, the Authority's budget for the first fiscal year shall not exceed a prorated amount of the maximum provided for in this section. The Authority will invoice each Party that Party's yearly funding obligation, on a quarterly or other basis as determined by the Authority, payable in advance.

5.4.1. Consultant Expenses. County will be responsible for payment to the Authority for fifty percent (50%) of the costs of professional/technical consultants retained by the Authority for the development of the Master Plan, with the remaining fifty percent (50%) of such costs paid by the Municipal Parties on a pro rata basis based on population.

5.4.2. Other Authority Expenses. Other than the division of expenses set forth in Section 5.4.1, each Party will jointly fund all other Authority expenses on a pro rata basis based on population.

5.5. System Waste Segregation Programs. After the effective date of the applicable minimum standards in any policy or program established by the Authority, the Parties must not enact or permit to continue any program for segregating new or used materials at the point of generation for reuse or recycling that fails to meet the minimum standards in the policy or program established by the Authority, unless expressly excepted by the Authority.

5.6. Cooperation. Each Party agrees to cooperate in good faith with the Authority and to deliver such further information and to take such other actions as may be reasonably requested by the Authority to carry out the intent and purposes of this Agreement, including, without limitation:

5.6.1. Providing Hauler information, including, without limitation: Hauler name and address; make, body type, and motor vehicle registration number of each vehicle used; area of collection; status as municipal vehicle operator or contract hauler; and data received pursuant to Section 11.4;

5.6.2. Adopting such regulations, executing such agreements, providing such information, and doing such work as may be required by any federal, state, or local agency as part of any application for financial assistance; and

5.6.3. Performing such other acts as may be reasonably required by the Authority in furtherance of its operation of the System.

The Authority must pay all reasonable out-of-pocket costs associated with this Section 5.6.

ARTICLE 6. GOVERNANCE

6.1. The Authority will be overseen and managed by a Governing Board, Executive Committee, and Executive Director (described below), which are hereby established and have the powers and authority as set forth herein.

6.2. Governing Board.

6.2.1. Membership. Each Party must appoint one (1) of its elected officials to serve as a member of the Governing Board, which appointee serves at the pleasure of the appointing Party. The appointment by each Party will be made according to such rules and procedures as may be adopted by the appointing Party. Should a representative on the Governing Board cease to be a duly qualified elected official of the appointing Party or have more than two (2) consecutive absences from meetings of the Governing Board that are not excused (by majority vote of the Governing Board or pursuant to adopted policy), the appointing Party must promptly appoint a replacement member that meets the foregoing requirements.

6.2.2. Meetings. The Governing Board must meet at least twice per fiscal year of the Authority, at such dates and times as determined by the Chair of the Governing Board, to conduct the business of the Authority.

6.2.3. Alternate Members. Each Party must appoint one (1) of its elected officials as an alternate member to serve on the Governing Board in the absence of that Party's primary appointed member. An alternate member may only vote when the primary member of the Governing Board for that Party is absent from the meeting. Alternate members may attend and participate during discussion in all Governing Board meetings.

6.2.4. Approvals. Subject to Sections 6.8 and 7.1, the Governing Board may take official action only if: there is a quorum; the action is supported by an affirmative vote of a majority of the representatives present that are eligible to vote; and the action is also supported by the affirmative vote of members representing a majority of the Broward

Tonnage. Alternate members of the Governing Board will count towards quorum only when they are serving as voting members.

6.3. Executive Committee.

6.3.1. Membership. An Executive Committee is to be established, composed of eleven (11) members of the Governing Board as follows:

6.3.1.1. The County's Governing Board Member.

6.3.1.2. Ten (10) Governing Board members from Municipal Parties, who will be selected as follows:

6.3.1.2.1. Large Municipalities. Five (5) members representing the largest third (1/3) of Municipal Parties by population, selected by majority vote of the members of the Governing Board representing those Municipal Parties.

6.3.1.2.2. Medium Municipalities. Three (3) members representing the middle third (1/3) of Municipal Parties by population, selected by majority vote of the members of the Governing Board representing those Municipal Parties.

6.3.1.2.3. Small Municipalities. Two (2) members representing the smallest third (1/3) of Municipal Parties by population, selected by majority vote of the members of the Governing Board representing those Municipal Parties.

6.3.1.2.4. If the number of Municipal Parties is not evenly divisible by three (3), then: (a) if there is a single additional Municipal Party, it will be placed in the Small Municipalities group, or (b) if there are two (2) additional Municipal Parties, the larger one (1) will be placed in the Medium Municipalities group and the other one (1) will be placed in the Small Municipalities group.

6.3.1.3. Population figures to assign Municipal Parties into each of the categories for purposes of selecting members of the Executive Committee will be based on the most recent Bureau of Economic and Business Research – University of Florida report, with such assignments adjusted on January 1, 2030, and every ten (10) years thereafter, and at the conclusion of each two (2) year term if any municipality joined this Agreement during the interim.

6.3.1.4. Terms of Service on Executive Committee. Executive Committee members serve a two (2) year term. Should a member of the Executive Committee cease to be a member of the Governing Board, a successor must be selected using

the same procedures as provided in Section 6.3.1, which successor will serve for the remaining term of the original appointment.

6.3.1.5. Members of the Executive Committee representing groups of Municipal Parties may be removed at any time by majority vote of the applicable portion of the Governing Board (e.g., Large Municipalities, Medium Municipalities, or Small Municipalities, as applicable) that selected them.

6.3.1.6. Any decision of the Executive Committee may be overturned by an affirmative vote of: (a) at least two-thirds (2/3) of the members of the Governing Board representing Municipal Parties; and (b) the County's representative on the Governing Board. If the initial vote of the Governing Board in favor of overturning an Executive Committee decision consists of Governing Board members representing at least ninety (90%) of the population of the Municipal Parties present at the time of the vote, but did not include the County's representative in favor of overturning such decision, then a second vote will be taken; if the second vote is a unanimous vote of the Municipal Parties' representatives to the Governing Board present that voted in the initial vote, the Executive Committee decision will be overturned regardless of the County representative's vote. Notwithstanding the foregoing, the Governing Board may not overturn any decision of the Executive Committee concerning the appointment, removal, or compensation of the Executive Director.

6.3.2. Alternate Members.

6.3.2.1. There must be one (1) alternate member from each of the three (3) municipal categories, selected in the same manner as the primary members. There must be one (1) alternate member from County, who shall be the County's alternate member of the Governing Board.

6.3.2.2. Alternate members may only vote when a primary member of the Executive Committee in the applicable category is absent from the meeting. Alternate members may attend and participate during discussion in all meetings.

6.3.2.3. Alternate members will count towards quorum only when they are serving as voting members.

6.3.3. Meetings. The Executive Committee will meet regularly at such dates and times as may be necessary to conduct the business of the Authority. Meetings may be scheduled by the Executive Committee and pursuant to such rules of procedure as may be adopted by the Executive Committee; such rules will include a process for the Executive Director to request a meeting. Minutes of each meeting of the Executive Committee shall be distributed to all Governing Board members upon approval of such minutes by the Executive Committee.

6.3.4. Approvals. Except as specifically provided in this Agreement, approval of an action or recommendation will require a quorum and a majority vote of its members present at a meeting and eligible to vote.

6.4. Technical Advisory Committee. A Technical Advisory Committee ("TAC") is established and will be composed of representatives from each Party. The role of the TAC, and any TAC subcommittee established by the TAC, is to provide technical advice, guidance, recommendations, and counsel to the Governing Board, Executive Committee, and/or Executive Director on technical matters relevant to the System, including environmental issues and educational programs, and to provide a forum for the exchange of ideas among Party representatives, the public, and the private sector. The Executive Committee shall determine appropriate staffing for the TAC.

6.4.1. Membership. Each Party may appoint a representative with technical or professional knowledge and/or experience in the solid waste industry, environmental sciences, sustainability, or another related profession, to the TAC from that Party's solid waste, environmental management, public works, utilities, or similar department or organizational division. In addition to the regular TAC representative, each Party may also designate a similarly qualified alternate representative. Alternate representatives may attend and participate in the TAC meetings or TAC subcommittee meetings but may only be counted toward a quorum or vote in the absence of the appointed representative for which they serve as alternate. TAC representatives and alternates will serve at the pleasure of their appointing Party.

6.4.2. Meetings. Regular meetings of the TAC will be held in accordance with a schedule approved by the TAC, or as directed by the Governing Board, Executive Committee, or Executive Director.

6.4.3. Approvals. Except as specifically provided in this Agreement, action by the TAC will require a quorum and approval by a majority of the representatives present at the meeting and eligible to vote.

6.5. Meeting Procedure. The following procedures apply to the Governing Board, the Executive Committee, and the TAC:

6.5.1. Quorum. A quorum will be a majority of the total voting members, provided that the members comprising the quorum must represent at least one-half (1/2) of the Broward Tonnage. Unless otherwise authorized by the Governing Board, the Executive Committee, or the TAC, as applicable, a quorum is determined on the basis of physical attendance. If there is a quorum, all members may vote regardless of whether they are attending the meeting physically or via remote conferencing technology.

6.5.2. Chair and Vice-Chair. On an annual basis, the membership of each body must select from among its members a Chair and a Vice-Chair; the Vice-Chair will serve as the Chair when the Chair is not present.

6.5.3. Rules of Procedure. Each body may adopt rules of procedure to conduct its business. In the absence of any specifically adopted rules, the body will use Robert's Rules of Order; provided, however, if there is a conflict between this Agreement and Robert's Rules of Order, this Agreement governs.

6.5.4. Meetings Open to the Public. Meetings of the Governing Board, Executive Committee, and TAC shall be open to the public in accordance with Florida's Government-in-the-Sunshine Law, Section 286.011, Florida Statutes, excluding meetings that are statutorily exempt pursuant to applicable law.

6.6. Ethics and Required Abstentions.

6.6.1. Ethics Compliance. In their roles with the Authority, each member of the Governing Board and the Executive Committee will be treated as "Covered Individuals" within the meaning of Section 1-19 of the Broward County Code of Ordinances and must comply with all state and County laws and requirements pertaining to conflicts of interest, ethics, and lobbying. For purposes of the prohibition on lobbying under Section 1-19(c)(2) of the Broward County Code of Ordinances, the Executive Director and TAC will also be treated as "Covered Individuals." The Governing Board may adopt additional requirements for itself, the Executive Director, the Executive Committee, the TAC, and any employees of the Authority.

6.6.2. No member of the Governing Board or Executive Committee will participate in discussion or vote on any item that relates to an agreement or contract in which the member's respective appointing body (i.e., Municipal Party or County) is a party. This provision is limited only to agreements or contracts with four (4) or fewer Parties, applies only to meetings of the Governing Board or Executive Committee, and does not prohibit the recused member from voting on the agreement or contract when such agreement or contract comes before their Party's elected body.

6.7. Executive Director.

6.7.1. The role of Executive Director is hereby established with such specific duties and responsibilities as described in Section 8.4.

6.7.2. The Executive Director must be an employee of the Authority and while serving as Executive Director, must not be: (a) employed by any Party; (b) serving on the elected body of any Party; or (c) contracted to consult for or lobby on behalf of any Party.

6.7.3. The Executive Committee may appoint or remove the Executive Director by majority vote.

6.8. Major Decisions. Notwithstanding anything to the contrary in this Agreement, the Authority may not take any of the following actions without the approval of at least: (a) two-

thirds (2/3) of the representatives of the Governing Board voting; and (b) representatives of the Governing Board voting that account for two-thirds (2/3) of the Broward Tonnage:

6.8.1. The sale, distribution, or transfer of any real property interest with a value of more than two million dollars (\$2,000,000);

6.8.2. The issuance of bonds or the approval of a bank loan with a value of more than two million dollars (\$2,000,000);

6.8.3. The recommendation to remove the Executive Director, subject to Executive Committee approval;

6.8.4. Approval of any and all special assessments;

6.8.5. The initiation or settlement of any legal action with an estimated value of more than two million dollars (\$2,000,000); or

6.8.6. Assignment by the Authority of any of its rights or obligations under this Agreement.

6.9. Distribution of Authority Cash or Property; Surplus Authority Funds. Except as otherwise provided in this section, and notwithstanding any other section of this Agreement, the Authority is prohibited from distributing any cash or property to any Party or Parties except upon Wind Down or to reimburse the Parties for contributions made to the Authority pursuant to Section 5.4., and then, only if: (a) upon Wind Down, the Auditor (defined below) issues a written opinion that such distribution will not impact any closure, perpetual maintenance, or other obligations that may exist after expiration or earlier termination of this Agreement; and (b) such distribution is fair and equitable between the Parties. In all other circumstances, if the Authority has surplus funds or property not needed for ongoing operations of the System or for future closure, maintenance, and reserve obligations, it may only be utilized for System-related purposes, including but not limited to reserving for future System improvements or obligations, maintenance, repairs, or expansion; to provide credits against or reductions to future assessments, tipping fees, or other user fees; or to enhance recycling and materials reuse programs or education. The prohibitions in this section do not apply to contracts for fair or adequate consideration between the Authority and one or more Parties or have any impact with regard to the property known as Alpha 250.

ARTICLE 7. OBLIGATIONS OF THE AUTHORITY AND MASTER PLAN

7.1. Master Plan. The Authority must adopt a Master Plan that describes, among other things, the operations of the Authority in sufficient detail to fund and implement the System and any related facilities or programs and to allow the Authority to plan for financing, investments, and improvements related to the System.

7.1.1. Contents. A Master Plan must provide for, at a minimum, the following:

7.1.1.1. Revenues necessary to operate the Authority, including the amount of, and methodology to calculate, reserve funds needed to cover any and all applicable costs for closure, long-term care, perpetual maintenance, and potential remediation related to the System and its components;

7.1.1.2. Storage, separation, processing, recycling, recovery, reuse, and identification of the number of diversion sites and disposal sites for System Waste needed for System operations, as may be appropriate;

7.1.1.3. Diversion plans for: (a) any Hazardous Materials that have impermissibly entered the System; and (b) any System Waste for which diversion is appropriate under applicable law;

7.1.1.4. Strategies, services, and programs to address Authority Solid Waste reduction as well as Recyclable Materials and Recovered Materials processing, and appropriate public education regarding same;

7.1.1.5. Alternative and contingency facilities, consistent with this Agreement;

7.1.1.6. Whether certain disposal methods will be prohibited at Authority-owned facilities for the purposes of protecting underground sources of drinking water;

7.1.1.7. Additional goals identified by the Governing Board not inconsistent with applicable law, this Agreement, or with County's exercise of its statutorily granted powers and obligations; and

7.1.1.8. Strategies to fulfill the obligations of the Authority related to System Waste delivered to the System, consistent with the powers and limitations of this Agreement.

7.1.2. Procedure to Adopt and Amend Master Plan.

7.1.2.1. Adoption of Master Plan and Significant Amendments. A Master Plan will not be effective unless approved by: (a) members of the Governing Board representing Municipal Parties that comprise at least two-thirds (2/3) of the total population of the Municipal Parties, and (b) County's representative to the Governing Board. All proposed amendments to the Master Plan that concern any of the following (collectively, "Significant Amendments") will be subject to the same requirements for approval (set forth in the preceding sentence) as a Master Plan to be effective:

7.1.2.1.1. Addition or removal of any category of waste or material (e.g., yard waste, bulk trash, white goods, etc.) from the Authority's jurisdiction or operations;

7.1.2.1.2. Closure of any “solid waste disposal facility,” as defined in Section 403.703, Florida Statutes (2022), owned or operated by the Authority;

7.1.2.1.3. County’s obligations under Section 403.706(1), Florida Statutes.

7.1.2.2. Adoption of Other Amendments to Master Plan. Amendments to the Master Plan that are not Significant Amendments must be adopted by the Governing Board subject to the provisions of Section 6.2.3. If at least one third (1/3) of the Governing Board members present agree that a proposed amendment to the Master Plan constitutes a Significant Amendment, it shall be treated as a Significant Amendment and may only be adopted subject to the provisions of Section 7.1.2.1.

7.1.3. Notwithstanding anything in this Agreement to the contrary, no proposed amendment to the Master Plan that directly or indirectly (a) creates any additional liability or obligation of any Party, (b) disproportionately removes a right of any Party, or (c) has a disproportionate adverse effect on any Party, will be effective without the affirmative vote of the impacted Party’s (or Parties’) representative(s) on the Governing Board. In the event of a conflict between the Master Plan and this Agreement, this Agreement will prevail.

7.2. Obligation to Perform. The Authority must implement the various material strategies, services, programs, and goals described in the adopted Master Plan, as may be amended.

7.3. Obligation to Direct the Flow of System Waste. The Authority is obligated to accept all System Waste committed by the Parties, pursuant to Section 11.1, and must cause such System Waste to be directed from the designated System receiving facilities and delivered to appropriate sites for processing or disposal in compliance with the Master Plan and applicable law.

7.4. Obligation to Maintain Reserves. The Authority must ensure adequate reserve funds are collected and maintained to cover applicable costs for closure, long-term care, perpetual maintenance, and potential environmental and other remediation related to the System. The amount of reserve funds and methodology to calculate same must be included in the Master Plan.

ARTICLE 8. POWERS OF THE AUTHORITY

8.1. The Authority has the following general powers, which are granted to the Governing Board unless otherwise expressly provided for in this Agreement:

8.1.1. Develop, adopt, and implement a Master Plan consistent with the powers of the Authority and consistent with the terms and conditions stated in this Agreement.

8.1.2. Develop an annual revenue and expense budget for each fiscal year sufficient for the operation of the Authority.

8.1.3. Establish such rates, fees, and other charges and revenue sources allowed by law, including, without limitation, special assessments and tipping fees, to sufficiently fund and operate the System, which rates, fees, and other charges must be applied uniformly to each Party and will be set at no higher an amount than is reasonably required to accomplish the authorized purposes of the Authority (including all appropriate reserves). Notwithstanding the foregoing, the Authority may establish different rates, fees, or other charges for Parties that join the Authority after the Effective Date and may provide reasonable credits against any such rates, fees, or other charges for Parties that have made extraordinary contributions of funds, real property, other assets, services, or in-kind contributions to the Authority.

8.1.4. Provide for the processing of Recyclable Materials and Recovered Materials generated in each Party's jurisdiction.

8.1.5. Develop, implement, operate, and manage facilities and programs concerning the processing of Recyclable Materials and Recovered Materials and make same available to each Party on uniform terms. Nothing herein will prevent any Party from developing, implementing, operating, or managing programs concerning the processing of Recyclable Materials or Recovered Materials that do not conflict with the minimum standards set by the Authority. Notwithstanding the foregoing, the Authority may establish different terms for Parties that join the Authority after the Effective Date.

8.1.6. Set minimum standards for System Waste segregation or source separation programs at the point of generation or collection.

8.1.7. Operate services for the collection and transportation of System Waste or other types of waste identified in the Master Plan for collection or transport and, if the Authority chooses to operate such services, make said optional services available to each Party.

8.1.8. To the extent permissible under applicable law and provided it does not interfere with County's ability to fulfill its statutory obligations, including under Section 403.706(1), Florida Statutes, the Authority will have the power to provide disposal for Authority Solid Waste generated in the Parties' jurisdictions. The Authority is not granted the power to own or operate a "solid waste disposal facility," as that term is defined in Section 403.703, Florida Statutes (2022), or sell or otherwise transfer an interest in such a facility, unless an amendment to this Agreement, granting such power to the Authority and setting forth the limits and extent of such power, is approved by the elected bodies of: (a) Municipal Parties representing at least two-thirds (2/3) of the total population of the Municipal Parties, and (b) County.

8.1.9. Conduct studies and research on strategies to improve the management of System Waste.

8.1.10. Provide monitoring of projects, programs, and facilities that directly or indirectly affect the System.

8.1.11. Provide education, outreach, and public information programs to increase the percentage of Recyclable Materials and Recovered Materials that are successfully recycled, to promote the reduction and reuse of Authority Solid Waste in the Parties' jurisdictions, and to increase public understanding of, and engagement with, the Authority's work.

8.1.12. Issue bonds or other instruments related to short- or long-term borrowing, and letters of credit or debt that materially relates to the System.

8.1.13. Sue and be sued, implead, and be impleaded in all courts.

8.1.14. Consistent with the powers described in this Article 8, the requirements of Chapter 403, Florida Statutes, and other applicable law, the Authority will have the power to contract with governmental agencies, individuals, public or private corporations, municipalities, and any other person or entity.

8.1.15. In order to fulfill the purpose and intent of this Agreement, and except as expressly limited by this Agreement, exercise all other necessary and appropriate powers of an independent entity created pursuant to Chapter 163, Florida Statutes, including without limitation, to acquire, at its discretion, personal or real property or any interest therein by gifts, lease, or purchase.

8.2. The Governing Board has power and authority to take the following actions:

8.2.1. Approval of annual budgets as described in Article 9.

8.2.2. Approval and levy of special assessments as described in Article 9.

8.2.3. Approval of revenue bonds.

8.2.4. Establish the aggregate maximum debt authority of the Executive Committee.

8.2.5. Purchase, sell, or lease any assets of the Authority, in any amount, subject to applicable law.

8.2.6. Enter into agreements for services in any amount, subject to applicable law.

8.2.7. Approval of the Master Plan, the Facilities Amendment, and other amendments, as described in Article 7 and subject to the terms and conditions stated in this Agreement.

8.2.8. Appointment of legal counsel to act as the general counsel and advisor to the Authority, including counsel to the Governing Board and the Executive Committee. The Authority counsel will have such duties as authorized by the Governing Board and serve at the pleasure of same.

8.2.9. Approval of the annual tipping fee(s), consistent with the terms and conditions of this Agreement.

8.2.10. Approval of any fictitious name or marketing name for the Authority.

8.2.11. Approval of any Governing Board rules of procedure.

8.2.12. Approval of bylaws for the Authority, including, without limitation, the extent of the powers and authority of the Executive Committee or Executive Director to: (a) approve and execute contracts for goods, services, and real property; (b) pursue, defend, and settle legal claims or litigation; (c) enter into revolving and other debt agreements; and (d) exercise other powers of the Governing Board.

8.3. Unless provided otherwise in this Agreement, the Executive Committee has the following powers:

8.3.1. Overseeing the operation and management of the Authority.

8.3.2. Establishing surety bond requirements for the Authority's officers and employees in such amounts as it deems necessary. The premiums for the bonds will be paid by the Authority in the same manner as any other operating expense.

8.3.3. Approval of operational policies for the Authority.

8.3.4. Approval of any annual plan of operations for the Authority.

8.3.5. Develop and recommend to the Governing Board tipping fees, rates, and other charges and revenue sources to sufficiently fund the System and the operation of the Authority.

8.3.6. Develop and recommend to the Governing Board an annual budget, including hosting public workshops and other forums for public input for the annual budget.

8.3.7. Develop and recommend bylaws for the Authority to the Governing Board.

8.3.8. Enforce Flow Control Ordinances (defined below) and the flow control provisions of Hauler contracts for System Waste, as the agent for the Municipal Parties and/or for County, if provided for in such ordinances and to the extent such action is necessary to comply with the Authority's obligations under this Agreement and the service agreements.

8.3.9. Initiate the process for the issuance of revenue bonds; provided that no such revenue bonds will be issued unless approved by the Governing Board and consistent with the terms of this Agreement.

8.3.10. For special assessments, retain any consultants necessary to conduct rate and methodology studies.

8.3.11. Appointment of the Executive Director and all personnel-related decisions regarding the Executive Director, including annual reviews, compensation, and, as necessary, removal.

8.4. The Executive Director serves as the chief executive officer of the Authority, responsible for the operation of the Authority in accordance with the policies and decisions of the Governing Board and the Executive Committee, and, among such other duties as authorized by those policies and decisions, has the following specific duties and responsibilities:

8.4.1. Hire and manage a chief sustainability officer for the Authority or other such employee with similar responsibilities regardless of title.

8.4.2. Hire and manage other such employees as authorized by the Governing Board through its approval of the annual budget as being necessary for the operation of the Authority.

8.4.3. Oversee all personnel issues with employees of the Authority, including setting salaries and benefits, annual reviews, discipline, and termination.

8.4.4. Serve as registered agent for all service of process on the Authority and execute documents on the Authority's behalf as authorized by the Governing Board.

8.4.5. Provide recommendations, assistance, and support as necessary for the Governing Board's adoption of a Master Plan.

8.4.6. Provide recommendations, assistance, and support as necessary for the Executive Committee's approvals of operational policies for the Authority and the annual plan of operations for the Authority.

ARTICLE 9. REVENUE, BORROWING, AND BUDGET

9.1. Special Assessments. In accordance with the provisions of Florida law, including Chapters 163 and 197, Florida Statutes, the Parties agree and stipulate that all improved properties in the geographical areas governed by any of the Parties (for County, the unincorporated area) receive a direct, substantial benefit by the provision of System Waste disposal and processing services by the Authority. Therefore, the Authority has the power to impose, levy, and collect (directly or indirectly) special assessments as a means of: financing the construction and/or acquisition of additions, extensions, and improvements to the System and/or the payment of the principal of and interest on bonds issued pursuant to this Agreement; paying the costs of operating,

maintaining, and repairing the System; and providing funds for all other payments that are required to be made by the Authority in connection with the purposes of this Agreement.

9.2. Subject to Section 6.8, the Governing Board will have the power to set rates for and approve the levy, collection, and enforcement of special assessments by resolution, as provided by and consistent with Florida law and this Agreement. Prior to any vote of the Governing Board to levy a special assessment, the Authority will conduct, or hire a consultant to conduct, an assessment study. If such a study was performed on behalf of County and/or Municipal Parties prior to the creation of the Authority, the Governing Board may, in lieu of having a new study performed, adopt the findings of such earlier study if the Governing Board determines that such findings remain valid and reliable despite the passage of time.

9.3. Revenue Bonds and Other Instruments. The Governing Board will determine the need for the issuance of any bonds or other instruments related to short- or long-term borrowing, and the need for letters of credit that it deems necessary or convenient for the operation of the Authority.

9.4. The Governing Board must establish, and may amend, a maximum amount of aggregate debt that may be approved by the Executive Committee. The Executive Committee may approve the issuance of any debt in the aggregate up to that maximum amount. Any debt that exceeds that maximum amount will not be issued unless approved by the Governing Board.

9.5. Annual Budget. The Authority, through the Governing Board, must adopt an annual budget for each fiscal year, consistent with the requirements of Florida law as well as any procedural requirements established by local authorities such as the Broward County Property Appraiser and Broward County Tax Collector.

ARTICLE 10. AUDITING

10.1. The Executive Committee must appoint an external auditor to serve as auditor to the Authority ("Auditor"). The Auditor will, among other things, complete an annual audit of the Authority's receipts and expenditures. The Auditor will report directly to the Governing Board.

10.2. The Executive Committee will appoint five (5) of its members to serve on a Standing Audit Committee. The Standing Audit Committee will be responsible for the selection process for engaging and recommending an Auditor to the Executive Committee for appointment.

ARTICLE 11. COMMITMENT OF SYSTEM WASTE

11.1. Commitment of System Waste. The Parties must cause all System Waste that is: (a) identified by the Master Plan as acceptable for delivery into the System, and (b) generated in the Parties' respective boundaries (for County, within the unincorporated area), to be collected, transported, delivered, and deposited at the designated receiving facilities of the System pursuant to the Master Plan or annual plan of operations, except for System Waste that is transported outside the State of Florida. Except with the prior express written consent of the

Authority, no Party will deliver (directly or by contract) into the System any waste, debris, substance, constituent, object, or material that does not qualify as System Waste.

11.2. Regulatory Flow Control. No later than the effective date of the Facilities Amendment, each Party agrees to enact a flow control ordinance pursuant to Section 403.713, Florida Statutes, in a form provided by the Authority, directing that all System Waste generated within its respective geographic boundaries (for County, within the unincorporated area) be delivered to the System, as designated in the Master Plan, except for such waste that is to be transported outside the State of Florida ("Flow Control Ordinance"). Each Party shall maintain their respective Flow Control Ordinances in effect throughout its participation as a Party. Nothing in this section requires a Party to enact a Flow Control Ordinance that operates to terminate or breach any existing contractual agreement the Party has in place prior to becoming a Party ("Conflicting Agreements"); however, each Party must provide copies of all such Conflicting Agreements to the Authority at the time it becomes a Party and shall not renew or extend any such Conflicting Agreement. For those Parties with existing Conflicting Agreements in place on the Effective Date, the adoption of a Flow Control Ordinance under this section must specify that it becomes effective upon the expiration or earlier termination of such existing Conflicting Agreements. Notwithstanding anything else contained herein, this Agreement does not require any Party to violate the prohibitions in Sections 403.7046(2) or 403.713(2), Florida Statutes, concerning the sale and management of Recovered Materials.

11.3. Each Party agrees to include in any Hauler contracts or contract amendments executed after the Effective Date, a provision that all System Waste must be delivered to the System, except for any waste generated within that Party's then-current geographic boundaries that is shown to be destined for recycling or disposal outside the State of Florida, and each Party must strictly enforce such contract obligation. In each such contract and all contract amendments, the Authority must be expressly identified as a third-party beneficiary for the sole purpose of enforcing such provisions, if enforcement is necessary, to ensure the delivery of System Waste to the System. Prior to initiating any such enforcement action, the Authority must communicate and coordinate with the relevant Party.

11.4. System Waste Reporting Ordinance. Each Party agrees to enact and maintain in effect a System Waste reporting ordinance, in a form provided by the Authority, directing that each Hauler report on a monthly basis all of the following information to their contracting Party or Parties, with a copy to the Authority:

11.4.1. The amount of each category of System Waste collected in each Party's jurisdiction in cubic yards or tons.

11.4.2. Where each category of System Waste collected by the Hauler has been transported. Identification will be by the name and address of the receiving facility.

11.4.3. The quantity (either by volume, weight, or number and size of all trucks or containers) of System Waste that is not processable by a waste-to-energy plant or other

System facility that has been collected by the Hauler and that is to be transported outside the State of Florida.

11.4.4. Where the System Waste that is not processable by a waste-to-energy plant or other System facility has been transported outside of the State of Florida. Identification will be by the name and address of the receiving facility.

The System Waste reporting ordinance provided in this section must be adopted by each Party no later than the date determined by the Executive Committee, which shall be no earlier than the date of adoption of the Master Plan.

11.5. With the prior consent of the Authority, any Party may appoint the Authority as its agent for the enforcement of obligations in any agreement, license, permit, franchise, or other arrangement related to the obligations of this article.

11.6. Each Party agrees to include the obligation to comply with the requirements of the ordinances required by Sections 11.2 and 11.4, respectively, in all applicable agreements, licenses, permits, franchises, or other arrangements with Haulers entered into on or after the Effective Date.

11.7. Title to and Interest in System Waste. The Parties relinquish to the Authority any and all title to and interest in System Waste collected within their respective boundaries, effective upon delivery of that System Waste to the System. To the maximum extent provided under applicable law, and except as otherwise provided herein, upon delivery of their System Waste to the Authority, the Parties also relinquish to the Authority all liability for the proper management and disposal of such System Waste.

11.8. Commitment Limited by Existing Agreements. Notwithstanding anything to the contrary in this Agreement, the Authority will not, and this Agreement will not, require any Party to take any action that would breach or conflict with any current agreement concerning System Waste, including, without limitation: the June 2012 agreement between County and Wheelabrator Environmental Systems Inc. (now WIN-Waste Innovations, Inc.) for solid waste disposal services and the May 2015 Global Amendment thereto; the September 2012 interlocal agreement for solid waste disposal support services, as amended; the April 2015 Settlement Agreement between Waste Management Inc. of Florida and the City of Coconut Creek; any debris clearing or temporary debris management site contract that predates the Effective Date; or any Hauler contract that predates the Effective Date. In addition, the Authority will not, and this Agreement will not, require any Party to take any action that would breach or conflict with the Interlocal Agreement between Broward County and various municipalities for Optional County Services for Keep Broward Beautiful, Household Hazardous Waste and Electronics, and Bulk Trash and Yard Waste Drop-Off Programs, or any successor agreement concerning Household Hazardous Waste.

ARTICLE 12. DEBT OBLIGATIONS

Except as expressly provided in this Agreement or applicable law, any debt obligations incurred by the Authority will be the sole obligation of the Authority and will not be an indebtedness of any Party or Parties within the meaning of any constitutional, statutory, charter, ordinance provision, or other limitation of such Party. No Party is obligated to pay or cause to be paid any amounts due under this Agreement except as expressly provided or incorporated herein, and no Party pledges its full the faith and credit for the payment of any such amounts.

ARTICLE 13. RELATIONSHIPS OF THE PARTIES

Except as set forth herein, nothing in this Agreement imposes upon any Party any responsibility whatsoever with respect to services provided or contractual obligations assumed by any other Party, and nothing in this Agreement will be deemed to make any Party a partner, agent, or local representative of any other Party or to otherwise create any type of fiduciary responsibility or relationship of any kind whatsoever among the Parties, except as expressly stated herein. The obligations created and imposed by this Agreement are not joint; rather, such obligations are separate and several among the Parties.

ARTICLE 14. INDEMNIFICATION

14.1. Indemnification Obligations. The Authority will, at its sole cost and expense, indemnify, hold harmless, and defend (“Indemnification Obligations”) each Party and each Party’s current, past, and future officers, agents, and employees (each, an “Indemnified Party”), to the maximum extent permitted by law, from and against any and all causes of action, demands, claims, counterclaims, third-party claims, administrative actions, damages of any kind (including, without limitation, personal injury or bodily harm), destruction, losses, liabilities, costs (including, without limitation, costs of investigations, assessments, clean up, fines, violations, punitive damages, regulatory reopeners, and/or remediation), and expenditures of any kind, including, without limitation, attorneys’ fees, court costs, and expenses, including through the conclusion of any appellate proceedings, for the matters described in this section and/or in Sections 14.2 and 14.3 below (each a “Claim”). Notwithstanding the Indemnification Obligations in this article, nothing herein shall act as a waiver by a Party or the Authority of any limitation on liability, including but not limited to sovereign immunity and limitations on tort liability as provided in Section 768.28, Florida Statutes.

14.2. System-Related Claims. The Authority must fulfill its Indemnification Obligations to each Indemnified Party, regardless of whether the Indemnified Party allegedly or actually caused, directly or indirectly, in whole or in part, any Claim(s) arising from, relating to, or in connection with, any or all of the following:

- (a) any alleged, threatened, or actual presence or release of any Hazardous Materials in, on, above, or under any site that is or was part of the System at a time when such Hazardous Materials were threatened to be released or actually present or released;
- (b) any actual, proposed, or threatened use, treatment, storage, holding, existence, disposition, discharge, or other release, generation, production, manufacturing,

processing, refining, control, management, containment, abatement, removal, handling, or transfer of any Hazardous Materials located in, under, on, or above any site that is or was in the System, or transportation of any Hazardous Materials to or from the System (collectively, "Covered Activity");

(c) any actual or proposed assessment, clean up, and/or remediation of any Hazardous Materials at any time located in, under, on, or above any site that is or was in the System, whether or not such assessment, clean up, and/or remediation is voluntary or pursuant to court or administrative order, including any resulting or required clean up, control, management, containment, abatement, removal, remedial, or corrective action;

(d) the imposition, recording, or filing or the threatened imposition, recording, or filing of any environmental lien encumbering any site that is or previously was part of the System at any time during the Term;

(e) any past, present, or threatened injury to, destruction of, or loss of natural resources relating to the construction, use, operation, or maintenance of the System or within the System, including claims for damages, contribution, costs to investigate and assess such injury, destruction, or loss; or

(f) any actual or threatened failure to comply with any debt obligation incurred by the Authority.

14.3. Claims for Acts or Omissions of Authority Actors. The Authority must fulfill its Indemnification Obligations to each Indemnified Party for Claims that are caused or alleged to be caused, in whole or in part, by any act or omission of the Authority, its officers, employees, agents, or contractors acting on behalf of the Authority (collectively, "Authority Actors") for any Claims, including, without limitation, those arising from, relating to, or in connection with one or more of the following by one or more Authority Actors:

(a) any actual or threatened breach of any obligation contained within or undertaken as a result of this Agreement;

(b) any failure to comply with any provision or material obligation contained within or undertaken as a result of the Master Plan;

(c) any intentional, reckless, or negligent act or omission;

(d) arranging for storage, handling, treatment, disposal, or transport of Hazardous Materials to, from, or at any facility or incineration vessel containing such or similar Hazardous Materials; or

(e) any past, present, or threatened noncompliance with or violation of: (i) any environmental laws, including, without limitation, Chapter 27 of the Broward County Code of Ordinances, Florida Statutes Chapters 376 and 403, Chapters 62-701 through 62-787 of the Florida Administrative Code, the Clean Water Act, 33 U.S.C. § 1321, et seq.,

RCRA, 42 U.S.C. § 6901, et seq., CERCLA, 42 U.S.C. § 9601, et seq., Toxic Substances Control Act, 15 U.S.C. § 2601, et seq., 40 C.F.R. Parts 239 through 799, 49 C.F.R. § 172.101; (ii) any ordinance, regulation, standard, condition, requirement, permit, license, or authorization; or (iii) any order of any governmental authority.

14.4. Defense of Claims. The Authority must, upon written notice of a Claim from an Indemnified Party, defend that Indemnified Party with counsel selected by the Authority and approved by the Indemnified Party, which approval will not be unreasonably withheld.

14.5. Right to Withhold. If considered necessary by an Indemnified Party, any amounts due the Authority from that Indemnified Party under Section 5.4, whether as provided for in this Agreement or any subsequently adopted Master Plan, may be retained by the Indemnified Party until all Claims against the Indemnified Party subject to the Indemnification Obligations have been settled or otherwise resolved by the Authority. Any withheld amounts shall not be subject to payment of interest.

14.6. Exclusions. Notwithstanding anything in this article to the contrary, nothing in this Agreement will be construed to require the Authority (or any successor thereto) to fulfill the Indemnification Obligations if prohibited by applicable law (including, without limitation, the restrictions stated in Section 768.28(19), Florida Statutes), or in connection with a Claim in which an Indemnified Party seeks to be relieved of its statutory liabilities, with exceptions for joint and several liabilities, caused by that Indemnified Party's intentional delivery (whether directly or indirectly, including by contract) of previously known Hazardous Materials into the System without the prior express written consent of the Authority. Nothing in this article limits the defenses available to the Authority (including under Section 768.28, Florida Statutes) in the defense of an Indemnified Party pursuant to the Indemnification Obligations.

14.7. Survival of Indemnification Obligations. The Authority's Indemnification Obligations survive the expiration or earlier termination of this Agreement.

ARTICLE 15. DEFAULT

If any Party or the Authority fails to perform or observe any of the material terms and conditions of this Agreement and fails to cure such failure within sixty (60) days after receipt of written notice of such default from another Party or from the Authority (or, if such failure cannot be reasonably be cured within sixty (60) days, the Party fails to promptly initiate and diligently pursue cure to completion), then in addition to any other claim at law or in equity, the Party giving the notice of default shall be entitled, but is not required, to seek specific performance of this Agreement. The Parties acknowledge that money damages may be an inadequate remedy for the failure to perform and that the Party giving notice is entitled to obtain an order requiring specific performance, injunction, or other equitable relief. Failure of any Party to exercise its rights in the event of any breach by another Party shall not constitute a waiver of such rights. No Party shall be deemed to have waived any failure to perform by another Party unless such waiver

is in writing and signed by the waiving Party, with such waiver limited to the terms specifically contained therein.

ARTICLE 16. AMENDMENTS TO THIS AGREEMENT

16.1. Except as expressly authorized in Sections 3.3, 8.1.8, and this article, this Agreement may only be amended as follows:

16.1.1. The Executive Committee is responsible for recommending proposed amendments to this Agreement to the Governing Board.

16.1.2. Upon approval of a proposed amendment to this Agreement by the Governing Board, the Executive Director shall provide notice of the proposed amendment to all Parties of the Authority by forwarding a copy to each Party for consideration by that Party's elected body.

16.1.3. Any amendment that substantively modifies any of the following provisions, or that concerns any of the following subjects, will not be effective unless approved by every Party's elected body:

16.1.3.1. Article 3 (Formation);

16.1.3.2. Article 4 (Duration);

16.1.3.3. Section 6.2.1 (Governing Board Membership);

16.1.3.4. Section 6.3.1 (Executive Committee Membership);

16.1.3.5. Section 6.8 (Major Decisions);

16.1.3.6. Section 8.1 (Powers of the Authority), except for Section 8.1.8;

16.1.3.7. Article 12 (Debt Obligations);

16.1.3.8. Article 14 (Indemnification);

16.1.3.9. Article 17 (Dispute Resolution Process; Authority Liability; Choice of Law, Venue, Jury Trial Waiver);

16.1.3.10. Wind Down (as defined in Section 3.3.3.2); or

16.1.3.11. Disposition of assets owned by the Authority.

16.1.4. Except as otherwise provided in this Agreement, all amendments are effective if approved by the elected bodies of Parties representing at least two-thirds (2/3) of the total population of the Parties plus a majority of the Parties; however, if a Party does not give notice of its elected body's rejection of the proposed amendment within ninety (90)

days after that Party received notice of the amendment, that Party will be deemed to have approved the amendment.

16.1.5. Notwithstanding Section 16.1.4, no amendment that directly or indirectly: (a) creates any additional liability or obligation of any one Party (but not all Parties), (b) disproportionately removes a right of only one Party, or (c) has a disproportionate adverse effect on any Party, will be effective unless it is approved by such Party (or Parties) as evidenced by the adoption of a resolution approving the amendment by that Party's (or Parties') elected body.

16.1.6. This Agreement may not be amended to provide greater powers to the Governing Board, the Executive Committee, or the Executive Director than have been granted to the Authority.

16.2. Unless the amendment states otherwise, the amendment will take effect upon certification by the Governing Board that the necessary approvals of the Parties have been obtained.

ARTICLE 17. DISPUTE RESOLUTION PROCESS; AUTHORITY LIABILITY; CHOICE OF LAW, VENUE, JURY TRIAL WAIVER

17.1. Informal Dispute Resolution. The following procedure will apply to resolve a dispute between the Authority and any number of Parties, or between Parties, relating to matters arising out of this Agreement ("Dispute"): (i) the Authority or the Party will issue written notice of the Dispute to the Party or the Authority, as applicable, and any other applicable Parties; and (ii) the parties to the Dispute will use reasonable efforts to resolve the Dispute within sixty (60) days after the written notice, including through informal settlement meetings, discussions, mediation, or other process as may be agreed among them. The parties to the Dispute may jointly agree to extend the day deadline for informal dispute resolution.

17.2. Formal Dispute Resolution. If the Dispute is not fully resolved through the informal dispute resolution process described in Section 17.1, the parties to the Dispute will follow the conflict resolution procedures for governmental disputes as provided in Chapter 164, Florida Statutes.

17.3. Failure to Resolve through Formal Dispute Resolution. If the processes required by Sections 17.1 and 17.2 fail to resolve the Dispute, the Authority and/or applicable Parties may litigate such Dispute.

17.4. Court-Ordered Dissolution of Authority; Termination of Agreement. In addition to any remedy at law or equity that a Party may have against the Authority, if a court of competent jurisdiction enters a final judgment that (a) the Authority is incapable of performing the services for which it was created, or (b) the actions or inactions of the Authority have prevented County from performing its obligations under Section 403.706, Florida Statutes, such court may order monetary damages (against the Authority but not against any members of the Authority) or

equitable relief including, without limitation, the termination of this Agreement and the dissolution of the Authority.

17.5. Authority Liability for Capital Expansion of County Solid Waste Disposal Facilities. In addition to any other damages or remedies at law or in equity, if the Authority fails to perform its obligations under Sections 7.2 or 7.3 and, as a result, County undertakes an expansion of its solid waste disposal facilities to ensure it can satisfy its statutory obligations under Section 403.706, Florida Statutes, to provide disposal capacity for Authority Solid Waste generated in each Party's jurisdiction, the Authority shall be liable and responsible for payment to County of costs incurred by County for such capital expansion through the end of the of the remaining projected useful life of the disposal facility or facilities. Neither a reduction in the amount of Authority Solid Waste disposed of because of increases in the amount of Recyclable Materials lawfully processed or recycled at an appropriate site, nor a reduction in Authority Solid Waste disposal capacity at any Authority-owned facility resulting from County's exercise of its right of first refusal, pursuant to Article 18, shall be deemed a failure by the Authority to perform its obligations under Sections 7.2 or 7.3 of this Agreement.

17.6. Choice of Law; Venue; Waiver of Jury Trial. This Agreement and all disputes between the Parties and the Authority arising out of or relating to this Agreement shall be construed in accordance with and governed by the laws of the State of Florida. The sole and exclusive venue for any litigation related to or arising out of this Agreement, or the duties and responsibilities of the Authority and the Parties, shall be in State Courts of the Seventeenth Judicial Circuit, in and for Broward County, Florida. **EACH PARTY KNOWINGLY, VOLUNTARILY, AND UNEQUIVOCALLY WAIVES ANY RIGHTS IT MAY HAVE TO A TRIAL BY JURY FOR ANY CLAIMS, WHETHER IN CONTRACT, TORT, OR STATUTE, ARISING OUT OF OR RELATING TO THIS AGREEMENT.**

ARTICLE 18. RIGHT OF FIRST REFUSAL

18.1. Prior to entering an agreement to sell real property owned by the Authority of any value, including the associated material property, plant, or equipment (collectively referred to as "Authority Property"), the Authority must provide a copy of the offer, letter of intent, or proposed agreement ("Offer") to all Parties. The Parties will have a right of first refusal to purchase the Authority Property at the same price, and on the same terms and conditions, as the Offer, as provided below:

18.1.1. If the Authority Property is a "solid waste disposal facility," as defined in Section 403.703, Florida Statutes (2022), County will have the right of first refusal. If County does not exercise the right of first refusal provided in this section, the Municipal Party or Municipal Parties where the Authority Property is located will have the right of first refusal.

18.1.2. For all other Authority Property, the Municipal Party, Municipal Parties, and/or County (for Authority Property located within unincorporated Broward County) where the subject Authority Property is located will have the right of first refusal. For Authority Property located within the territorial jurisdiction of more than one local governmental

entity (e.g., two Municipal Parties or a Municipal Party and unincorporated Broward County), the right of first refusal may be exercised jointly or, if one Party elects not to exercise the right, by the other applicable Party. If no Municipal Party exercises the right of first refusal provided in this section, County will have the right of first refusal.

If the applicable Party does not provide the Authority with notice of its intent to exercise its right of first refusal within sixty (60) days after the Authority provides the Parties with a copy of the Offer, the Authority may proceed with the sale of the Authority Property. If County does not provide the Authority with notice of its intent to exercise the right of first refusal as provided in Section 18.1.1, the relevant Municipal Party or Municipal Parties will have sixty (60) days after receipt of notice from the Authority that County has not exercised its right to provide notice of intent to exercise its right of first refusal. If no Municipal Party provides the Authority with notice of its intent to exercise the right of first refusal as provided in Section 18.1.2, County will have sixty (60) days after receipt of notice from the Authority that no applicable Municipal Party has exercised its right to provide notice of its intent to exercise its right of first refusal.

ARTICLE 19. MISCELLANEOUS

19.1. Assignment. Except in the event of merger between Parties or the dissolution of a Party, wherein the successor to the Party will automatically become a Party, this Agreement, or any interest herein, may not be assigned, transferred, or otherwise encumbered, under any circumstances by any Party without the prior written consent of all other Parties to this Agreement, which will not be unreasonably withheld. Subject to Section 6.8, nothing herein will be deemed to restrict or prohibit the Authority's assignment of its rights and obligations as is deemed necessary or appropriate by the Authority for the provision of services under this Agreement.

19.2. Notices. All notices, consents, and other communications required, permitted, or otherwise delivered under this Agreement must be in writing and delivered either by hand with proof of delivery or mailed by first class registered or certified mail, return receipt required, postage prepaid, with contemporaneous email, and in any case must be addressed to each Party's mayor, with copies to its chief executive officer (e.g., City/Town Manager, County Administrator, etc.) and its chief legal officer (e.g., City/Town Attorney, County Attorney, etc.), at the address of its main headquarters. Notices, consents, and other communications given by mail in accordance with this section will be deemed to have been given five (5) business days after the postmarked date; notices, consents, and other communications given by any other means will be deemed to have been given when received.

19.3. Incorporation of Agreements. This Agreement supersedes all prior negotiations, correspondence, conversations, agreements, or understandings, applicable to the matters contained therein. Accordingly, it is agreed that no deviation from the terms hereof shall be predicated upon any prior representations or agreements, whether oral or written.

19.4. Incorporation by Reference. Any and all recital clauses stated above are true and correct and are incorporated in this Agreement by reference.

19.5. Severability. In the event that any provision of this Agreement shall, for any reason, be determined to be invalid, illegal, or unenforceable in any respect, then (a) that provision is to be construed either by modifying it to the minimum extent necessary to make it enforceable (if permitted by law) or disregarding it (if not), and (b) the Parties shall negotiate in good faith and agree to such amendments, modifications, or supplements to this Agreement or such other appropriate actions as shall, to the maximum extent practicable, implement and give effect to the intentions of the Parties. If an unenforceable provision is modified, disregarded, or amended in accordance with this section, the rest of this Agreement is to remain in effect as written.

19.6. Representations and Warranties. Each Party hereby represents and warrants as to itself as follows:

19.6.1. It is duly organized and validly existing under the constitution and laws of the State of Florida, with full legal right, power, and authority to enter into and perform its obligations hereunder;

19.6.2. This Agreement has been duly authorized, executed, and delivered by it and constitutes its legal, valid, and binding obligation, enforceable against it in accordance with its terms (except as such enforceability may be limited by Article X, Section 13 of the Florida Constitution or by bankruptcy, moratorium, reorganization or similar laws affecting the right of creditors generally);

19.6.3. Neither the execution nor delivery of this Agreement, nor the performance of such Party's obligations hereunder nor the fulfillment of the terms herein: (a) conflicts with, violates or results in a breach of the Constitution, any law or government regulation of the State of Florida, or any other local law or ordinance; or (b) conflicts with, violates, or results in any breach of any term or condition of any judgment or decree, or any agreement or instrument to which it is a party or by which it or any of its properties or assets are bound, or constitutes a default thereunder; and

19.6.4. Except for the procedures provided under Chapter 163 and Chapter 75, Florida Statutes, and such action as has already been taken, no approval, authorization, or order of, or any consent or declaration, registration or filing with, any governmental authority of the State of Florida, or any referendum or other action of voters by election, is required for the valid execution, delivery, and performance of this Agreement by it.

19.7. The applicable financial disclosure, noticing, and reporting requirements of the Authority shall be those provided by general law.

19.8. Intellectual Property. The Authority will have all right, title, and interest in and to any intellectual property created by or for the Authority. No other Party will make any claim of ownership to any such intellectual property or will have any rights to the intellectual property other than as expressly set forth in a written agreement between the Board and that other Party.

19.9. Sovereign Immunity. Except to the extent sovereign immunity is expressly waived by entering into this Agreement among the Parties, nothing herein is intended to serve as a waiver of sovereign immunity by any of the Parties nor shall anything included herein be construed as consent by any of the Parties to be sued by third parties in any matter arising out of this Agreement.

19.10. Interpretation. Terms such as “herein” refer to this Agreement as a whole and not to any particular sentence, paragraph, or section where they appear, unless the context otherwise requires. Any references to “must,” “shall,” or “will” are obligatory. All citations to “Florida Statutes” mean those statutes as may be amended from time to time, except for references to the term “solid waste disposal facility,” as defined in Section 403.703, Florida Statutes (2022). Any reference to “days” means calendar days, unless otherwise expressly stated.

19.11. Third-Party Beneficiaries. The Parties do not intend to directly or substantially benefit a third party by this Agreement. Therefore, the Parties acknowledge that there are no third-party beneficiaries to this Agreement and that no third party shall be entitled to assert a right or claim against any of them based upon this Agreement.

19.12. Counterparts and Multiple Originals. This Agreement may be executed in multiple originals, and may be executed in counterparts, whether signed physically or electronically, each of which shall be deemed to be an original, but all of which, taken together, shall constitute one and the same agreement.

19.13. Joinder by Authority. This Agreement is contingent upon the Authority, by majority vote of the Governing Board at its first meeting, agreeing to the terms, conditions, and obligations of the Authority as provided for in this Agreement and execution of the joinder of Authority provided for herein. Other than ministerial matters of procedure of the Governing Board, including election of a Chair and Vice-Chair, and other than executing the joinder, the Authority may not exercise any power under this Agreement until and unless it has executed such joinder, and this Agreement automatically terminates should the Governing Board fail to join in this Agreement by the end of its first meeting.

[The remainder of this page is intentionally left blank.]

IN WITNESS WHEREOF, the Parties hereto have made and executed this Agreement on the respective dates under each signature on behalf of each Party to this Agreement, signing by and through its Mayor or Vice-Mayor, authorized to execute same by action of its elected body.

[SIGNATURE PAGES OF PARTIES TO FOLLOW]

JOINDER BY AUTHORITY

By affirmative vote of the Governing Board of the Authority, signing by and through its Chair or Vice-Chair, the Authority hereby joins in this Agreement and further agrees to be bound by all terms, conditions, and obligations stated herein that apply to the Authority.

Signed: _____

Print Name: _____

Title: _____

Date: _____

SOLID WASTE INTERLOCAL AGREEMENT (“ILA”) – KEY POINTS

- **Mission:** “To develop and implement a long-term, environmentally sustainable, transparent, innovative, and economically efficient plan and approach to disposal, reduction, recycling, and reuse of waste generated in Broward County.”
- **Participation and Approval:** To become effective, the ILA must be approved and executed by the County and municipalities representing at least 75% of the total population of Broward County. The Effective Date is the date when this is first accomplished. Municipalities that do not initially join the Authority may do so at a later date, subject to any additional terms and conditions established by the Authority, including payment of all amounts as may be required at that time.
- **Term:** 40 years, with up to two possible 10-year extensions approved by the County Commission and the elected bodies of municipalities representing some minimum percentage of the Broward solid waste tonnage as determined by Governing Board (which will be no less than 50%).
- **Governance:**
 - **Governing Board:** One elected official from the County and one from each participating municipality.
 - **Executive Committee:** Eleven members - 5 from the largest 1/3rd of the municipalities, 3 from the medium 1/3rd of the municipalities, 2 from smallest 1/3rd of the municipalities, and 1 from the County. Two year terms. One alternate for each municipal group.
 - **Executive Director:** Serves as CEO and is responsible for day-to-day operations. Appointed and removed by majority vote of Executive Committee. Will be an employee of the Authority and cannot, while serving as Executive Director, be employed by any party, be an elected official of any party, or have a contract to consult for or lobby on behalf of any party.
 - **Technical Advisory Committee (“TAC”):** Role is to provide technical advice, guidance and recommendations to Executive Director, Executive Committee and Governing Board. County and each participating municipality may appoint one representative (and an alternate) to TAC. TAC members must have professional knowledge or experience in solid waste industry, environmental sciences, sustainability or related profession, and must be from that party’s solid waste, environmental management, public works, utilities or similar department.
 - **Decisions:** Certain decisions are made by the Executive Director, some by the Executive Committee, and some by the Governing Board. Most decisions of the Governing Board are by majority vote, but some major decisions require a supermajority vote of 2/3rd of the Governing Board members representing at least 2/3rd of the Broward Tonnage plus the County. The ILA describes each type of decision and how such decision is made. Governing Board can also overturn any decision of the Executive Committee (except decisions related to the appointment/removal of the Executive Director) by supermajority 2/3rd vote plus County.
- **Master Plan/Facilities Amendment:**
 - **Master Plan/Facilities Amendment:** The Governing Board shall adopt a Master Plan and a proposed Facilities Amendment to the ILA, which will collectively describe the Authority’s operations in detail, provide the comprehensive planning framework and strategic direction to manage system waste, set forth the facilities that will be operated as part of the system, and describe the funding/financing mechanisms for the Authority.

- **Adoption requirements and deadline:** The Master Plan and Facilities Amendment must be approved within 18 months after the Effective Date of the ILA (which deadline can be extended 6 months by the Executive Committee and another 12 months by the Governing Board). The Master Plan must be approved by the County's representative to the Governing Board and at least 2/3rd of the municipal representatives. The Facilities Amendment must be approved by the elected bodies of municipalities representing at least 80% of the total population of the participating municipalities and the County Commission. Unless both the Master Plan and the Facilities Amendment are approved by the deadline (as it may be extended), the ILA will automatically terminate.
- **Opt Out:** A municipal party may withdraw from the ILA within 120 days after receiving the proposed Master Plan and Facilities Amendment.
- **Funding:**
 - **Start-Up Funding:** Until the Authority is able to fund its budget through special assessments or other methods, each party must financially contribute towards the costs of operations. Such expenses are capped at \$2,000,000 per year, calculated on a fiscal year basis. The portion of the start-up funding that will be used for the cost of professional/technical consultants to develop the Master Plan will be paid 50% by the County and 50% by the municipal parties on a pro rata basis based upon population. The remaining start-up expenses will be paid by all parties on a pro rata basis based upon population (with the County's population based upon the unincorporated areas only).
 - **Permanent Funding:** It is anticipated that subsequent to the adoption of the Master Plan and Facilities Amendment, the Authority will be funded through special assessments or other methods.
- **Commitment of Solid Waste to Authority:** The parties all commit to send all of their System Waste to the Authority, through regulatory flow control (through the adoption of ordinances) and contractual flow control (through inclusion of such provisions in new hauler contracts), all subject to existing contracts.
- **Other Provisions:** The ILA contains numerous other provisions addressing various topics, including but not limited to: reservation of powers; impact of dissolution or merger of municipality; waste segregation programs; cooperation; meeting procedures and requirements; ethics compliance; distribution of Authority assets; reserve obligations; specific powers of Executive Director, Governing Board and Executive Committee; debt obligations; special assessment and bonding power; budget; audits; reporting requirements; title to waste; relationship of parties; indemnification and defense of claims; default; amendments; dispute resolution; rights of first refusal to purchase Authority assets; assignments; notices; representations and warranties; intellectual property, and sovereign immunity.

**FEEDBACK TO INTERLOCAL AGREEMENT
FOR SOLID WASTE AND RECYCLING AUTHORITY**
Page 1

This table contains summaries of the primary modifications requested by participating governments to the draft interlocal agreement (“ILA”). The Solid Waste Working Group considered each requested change, accepting certain modifications and rejecting others. For full details of the SWWG discussion and votes on various changes, please review the recordings of the SWWG meetings since October 2022, available from the Broward League of Cities.

GOVERNMENT	ILA SECTION	COMMENT SUMMARY	INCORPORATED INTO ILA
Sunrise	Preamble	Requested changes to the preamble and The Effective Date	✓
Oakland Park	Section 1.2	The Authority will (a) encourage recycling, reduction, and reuse, diverting Authority Solid Waste <u>produced in Broward County</u> (defined below) from landfills, seeking...	✗
Oakland Park	Section 1.2	The Authority may offer the Parties collection and hauling services for Authority Solid Waste and Recyclable Materials; however, ultimate responsibility for providing such services shall remain with each local government in Broward County.	✗
Oakland Park	Section 1.3, 2.1	Oakland Park maintains its consensus vote to create an independent special district. NOT creating an authority through an ILA	✗
Oakland Park	Section 1.4	This agreement does not become in effect until the Master Plan is approved by amendment to this agreement	✗
Davie	Section 2.2	Add manure as an acceptable collectable waste	✓
Dania Beach, Coral Springs	Section 2.3	The amount of Solid Waste should be determined in accordance with the Arcadis report.	✗
Coconut Creek	Sections 2.3, 6.2.3	Follow population instead of tonnage in the same way Local Option Gas Tax is distributed from Broward County to the Cities.	✗

FEEDBACK TO INTERLOCAL AGREEMENT FOR SOLID WASTE AND RECYCLING AUTHORITY

Page 2

GOVERNMENT	ILA SECTION	COMMENT SUMMARY	INCORPORATED INTO ILA
Dania Beach, Coral Springs	Section 2.7	Subsections (e) and (f) be stricken as these categories are overly broad.	
Sunrise	Section 2.7	Hazardous Materials – typo last sentence: subsection (e) should read “an Authority” not “a Authority.”	
Sunrise	Section 2.7	In Sections 2.7(c) and (d), the word “hazardous” is capitalized. This word is not defined and, therefore, it should not be capitalized.	
Sunrise	Section 2.9	Issue relating to “Recovered Materials” not being included in definition of “Authority Solid Waste. Issues relating to statutory provision prohibiting control of Recovered Material (Section 403.7046(2), F.S.)	
Dania Beach, Fort Lauderdale, Davie, Plantation, Lauderdale Lakes, Tamarac, Coconut Creek, Plantation, Lauderhill, Southwest Ranches, Hollywood, Weston, Margate, Parkland, Hallandale Beach, Lauderdale-by-the-Sea	Sections 3.3, 3.3.2, 3.3.3, 3.3.3.2.4, 4.2, 6.3.1.6, 7.1.2.1, 8.1.8, Article 4,	Various provisions that include potential Municipal and County vote overrides. Some municipalities requested supermajority County Commission vote or unanimous County Commission vote.	
Tamarac	Section 3.3.1	Requesting the SWWG develop the master plan prior to ILA and creation of Authority.	
Davie	Section 3.3.2	Replace 90 days with 120 days	
Fort Lauderdale	Section 3.3.2	This could be a tight timeline depending upon the time of year; the City of Fort Lauderdale suggests 120 days.	

FEEDBACK TO INTERLOCAL AGREEMENT FOR SOLID WASTE AND RECYCLING AUTHORITY

Page 3

GOVERNMENT	ILA SECTION	COMMENT SUMMARY	INCORPORATED INTO ILA
Coral Springs	Section 3.3.3	Fifth line should read “Master Plan” and there is a period missing at the end of that sentence.	✓
Davie	Section 3.3.3.2	Participating Municipalities need to have an ownership stake in the Authority assets.	✗
Oakland Park	Section 3.3.3.3	Should be clear that County use needs to be related to Solid Waste and not other County operations.	✓
Dania Beach	Section 3.11 (3.3.2)	“Withdrawal”, change 90 days to 120 days.	✓
Sunrise	Section 3.3.4	Modification to title placement. Add a 3.3.4.7 citing to Section 11.1.	✓
Sunrise	Section 3.3.4	Section 3.3.4 should be amended to include two new subsections. Add subsection 3.3.4.7, which should cite to Section 11.1 Commitment of System Waste, to make clear that the Authority may not exercise any of its powers or enforce requirements until Formation Conditions are met.	✓
Coconut Creek	Section 3.3.4	Start New Section 3.3.5 beginning with “Condition of Exercise of Powers” and correct numbering below from 3.3.4.1 through 3.3.4.6 to 3.3.5 1 through 3.3.5 6.	✓
Southwest Ranches	Section 4.1	Request shortening of 40-year initial term.	✗
Sunrise	Section 4.2.1	Punctuation issue	✓
Wilton Manors	Section 5.1	Request inclusion of language requiring delivery of annual municipal contributions prior to adoption of each year’s city budget.	✗

FEEDBACK TO INTERLOCAL AGREEMENT FOR SOLID WASTE AND RECYCLING AUTHORITY

Page 4

GOVERNMENT	ILA SECTION	COMMENT SUMMARY	INCORPORATED INTO ILA
Dania Beach, Coral Springs	Section 5.4	Ongoing contributions should be based on tonnage, not on population.	
Oakland Park	Section 5.4	Request monthly versus quarterly payments in advance.	
Tamarac	Section 5.4	Prior to requesting municipal approval of the ILA, a draft budget should be developed.	
Dania Beach, Coral Springs	Article 6	Municipalities should have a right of first refusal by population within each of the 1/3 of municipal parties by population groups for Executive Committee members.	
Pembroke Pines	Article 6	Proposed revisions to governance structure, including having city managers instead of elected officials serve on the Executive Committee. Increase 2-year term of Executive Committee members for institutional knowledge.	
Plantation	Article 6	Requested language to provide for regular updates to the municipalities from the Executive Committee.	
Plantation	Article 6	Requested language to allow municipalities to appoint citizens to TAC instead of just employees of the municipality.	
Lauderdale Lakes	Section 6.3	Criteria to designate Large, medium and small municipalities should be more clearly defined.	
Tamarac	Section 6.3	Requested increase in Executive Committee to 13 Municipal representatives and 2 County representatives (including 1 selected by the League of Cities).	
Dania Beach, Lauderdale Lakes, Fort Lauderdale, Southwest Ranches	Section 6.3.1.1, 6.3.1.6	Various requested modifications to Governing Board override of Executive Committee decisions. Eliminate second vote of Governing Board to overturn decisions of Executive Committee and eliminating any requirement of County member to agree when 90% of municipal Governing Board members vote to overturn Executive Committee decision.	

**FEEDBACK TO INTERLOCAL AGREEMENT
FOR SOLID WASTE AND RECYCLING AUTHORITY**
Page 5

GOVERNMENT	ILA SECTION	COMMENT SUMMARY	INCORPORATED INTO ILA
Lauderdale Lakes	Section 6.3.1.2.1	Large municipalities should have 4 members. Increase number of Executive Committee members from smaller municipalities to 3.	
Oakland Park	Section 6.3.3	Executive Committee meeting should be scheduled at least 1 per month.	
Tamarac	Section 6.4	Various requests for clarification of intended staffing/support for the Authority.	
Sunrise	Section 6.6.2	Deletion of “as part of” from section.	
Lauderdale Lakes	Section 6.8	Change to have Major Decisions approved by 2/3 vote of the Governing Board regardless of the Broward Tonnage.	
Pembroke Pines	Section 6.8	How were the \$2,000,000.00 thresholds determined? The Master Plan could develop the means to identify possible additional major decisions, and could provide a basis for setting dollar thresholds for those decisions in the Interlocal Agreement.	
Pembroke Pines	Section 7.1.2	Master Plan should be prepared and approved at the time of the ILA rather than after. 50% threshold for extensions of Agreement are too low.	
Fort Lauderdale	Section 7.1.2.1	The section needs to be fixed for typos, spacing and different fonts.	
Tamarac	Section 8.1.1	Incorporate inclusion of Broward Schools into ILA for education efforts.	
Davie	Section 8.1.8	We recommend changing the ownership language. Municipalities and County should own the property and facility equally with the County operating the facility if the Authority disbands in the future.	

FEEDBACK TO INTERLOCAL AGREEMENT FOR SOLID WASTE AND RECYCLING AUTHORITY

Page 6

GOVERNMENT	ILA SECTION	COMMENT SUMMARY	INCORPORATED INTO ILA
Pembroke Pines	Section 8.1.12	The Interlocal Agreement needs to provide for more details on the issuance of debt and borrowing by the Authority.	
Coconut Creek	Section 8.1.15	Add eminent domain throughout the paragraph.	
Oakland Park	Section 8.3.11	Executive Committee should not hire Executive Director but instead should make recommendation of Executive Director to Governing Board for approval.	
Sunrise	Section 11.1	Sections 11.1 and 11.2 should not apply to any Party until the Authority has a waste disposal system in place and should not apply unless the municipality elects to comply with them.	
Sunrise	Section 11.2	Section 11.2, change in statutory reference from section 402.713(2) to Section 403.713(2).	
Tamarac	Section 11.4	This should not be done by ordinance, but rather the ILA should specify that each local government hauling contract shall have a clause requiring all these reporting requirements (see paragraph 11.6).	
Coral Springs, Fort Lauderdale, Davie	Section 16	Failure to act on an amendment within 90 days is not deemed an approval, but is deemed a denial.	
Fort Lauderdale	Section 17.1	Increase time frame to 60-90 days.	
Weston, Margate, Dania Beach, Dania Beach, Parkland	Section 17.4	In Section 17.4, it should be clear that any damages that could be awarded if the Authority acts improperly (i.e., if it prevents the County from performing its statutory obligations), would be against the Authority only, not against individual parties to the Agreement.	
Plantation	Section 17.5	Section 17.5 provides that if the authority fails fulfill its statutory obligation, the authority shall be liable and responsible for payment to the County of costs incurred by the County for capital expansion. We would like to see some criteria as to what would constitute "failure".	

**FEEDBACK TO INTERLOCAL AGREEMENT
FOR SOLID WASTE AND RECYCLING AUTHORITY**
Page 7

GOVERNMENT	ILA SECTION	COMMENT SUMMARY	INCORPORATED INTO ILA
Coconut Creek	Section 18.1.2	To be consistent, thirty (30) days should be changed to <u>sixty (60)</u> days throughout the paragraph.	✓
Dania Beach, Hallandale Beach	Multiple sections	Request to add provisions on how a municipality could withdraw from ILA during the 40-year term, the circumstances, and amounts to be paid.	✗
Dania Beach	Multiple sections	ILA should include definition of "Solid Waste" and not allow Master Plan to provide definition so that parties know if things like storm debris, white appliances, and construction materials are included.	✗
Hollywood, Weston, Margate, Deerfield Beach, Parkland, Lauderdale-by-the-Sea	Multiple sections	Funding of the Authority, prior to the implementation of a special assessment, should be 50% paid by the County and the other 50% paid by the municipalities based on population, similar to how the Waste Generation Study was performed.	COUNTY PAYS 50% OF CONSULTANT COSTS FOR MASTER PLAN
Weston	Multiple sections	There are typographical/formatting errors in Sections 3.3.4 (there should be a new section starting with "Condition"), and 7.1.2.1.	✓
Deerfield Beach	Multiple sections	Request that a municipality that does direct collection and hauling of solid waste have a permanent position on the Executive Committee.	✗
Broward County	Multiple sections	Removal of municipal override of limited provisions where County Governing Board member (or County Commission) approval is required.	✓
Broward County	Multiple sections	Add language that County has the same right to withdraw from the ILA that is granted to every other party.	✗

Estimated Ongoing Contributions of Parties Prior to Special Assessment Based on Population

Estimated Annual Contribution	\$2,000,000
Total Broward Population (2022 BEBR)	1,969,099
75% of Total Broward Population	1,476,824

Municipality	Population (2022 BEBR)	Population Percentage based on 100% Participation	\$2M Costs with 100% Participation	Population Percentage based on 75% Participation	\$2M Costs with 75% Participation
Fort Lauderdale	189,019	9.599%	\$191,985.27	12.799%	\$255,980.36
Pembroke Pines	171,309	8.700%	\$173,997.35	11.600%	\$231,996.46
Hollywood	154,909	7.867%	\$157,339.98	10.489%	\$209,786.64
Miramar	138,237	7.020%	\$140,406.35	9.360%	\$187,208.46
Coral Springs	134,816	6.847%	\$136,931.66	9.129%	\$182,575.55
Pompano Beach	113,789	5.779%	\$115,574.69	7.705%	\$154,099.58
Davie	106,984	5.433%	\$108,662.90	7.244%	\$144,883.86
Sunrise	97,479	4.950%	\$99,008.73	6.601%	\$132,011.65
Plantation	94,048	4.776%	\$95,523.89	6.368%	\$127,365.19
Deerfield Beach	87,414	4.439%	\$88,785.78	5.919%	\$118,381.05
Lauderhill	74,887	3.803%	\$76,062.20	5.071%	\$101,416.27
Tamarac	72,740	3.694%	\$73,881.51	4.925%	\$98,508.67
Weston	68,318	3.470%	\$69,390.11	4.626%	\$92,520.15
Margate	58,760	2.984%	\$59,682.12	3.979%	\$79,576.16
Coconut Creek	57,937	2.942%	\$58,846.20	3.923%	\$78,461.60
North Lauderdale	45,077	2.289%	\$45,784.39	3.052%	\$61,045.86
Oakland Park	44,517	2.261%	\$45,215.60	3.014%	\$60,287.47
Hallandale Beach	41,677	2.117%	\$42,331.04	2.822%	\$56,441.38
Lauderdale Lakes	36,725	1.865%	\$37,301.32	2.487%	\$49,735.10
Parkland	36,390	1.848%	\$36,961.07	2.464%	\$49,281.42
Cooper City	34,683	1.761%	\$35,227.28	2.348%	\$46,969.71
Dania Beach	32,140	1.632%	\$32,644.37	2.176%	\$43,525.83
Broward MSD	17,198	0.873%	\$17,467.89	1.165%	\$23,290.52
West Park	15,243	0.774%	\$15,482.21	1.032%	\$20,642.94
Wilton Manors	11,569	0.588%	\$11,750.55	0.783%	\$15,667.40
Lighthouse Point	10,506	0.534%	\$10,670.87	0.711%	\$14,227.83
Southwest Ranches	7,716	0.392%	\$7,837.09	0.522%	\$10,449.45
Pembroke Park	6,255	0.318%	\$6,353.16	0.424%	\$8,470.88
Lauderdale-by-the-Sea	6,205	0.315%	\$6,302.37	0.420%	\$8,403.17
Hillsboro Beach	1,981	0.101%	\$2,012.09	0.134%	\$2,682.78
Sea Ranch Lakes	540	0.027%	\$548.47	0.037%	\$731.30
Lazy Lake	31	0.002%	\$31.49	0.002%	\$41.98

(1) Section 5.4 of the ILA provides that until the Authority is able to fund its budget, each Party must contribute funding on a pro rata basis, based on population, to pay the Authority's expenses. Such expenses shall not exceed an aggregate yearly maximum amount of two million dollars (\$2,000,000).

(2) County has committed to paying 50% of professional/technical consultants for the development of the Master Plan which is estimated to total approximately one million dollars (\$1,000,000).



City of Deerfield Beach

150 NE 2nd Ave
Deerfield Beach, FL
33441
954-480-4200

Face Sheet File Number: I.D. 2023-1783

Agenda Date: 5/2/2023

Status: DEPARTMENTAL BUSINESS

In Control: City Commission

Title

ORDINANCE 2023/ - AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF DEERFIELD BEACH, FLORIDA, ADOPTING AN AMENDMENT TO THE CITY BUDGET FOR THE FISCAL YEAR ENDING SEPTEMBER 30, 2023; APPROVING SUPPLEMENTAL APPROPRIATIONS AND BUDGET TRANSFERS TO VARIOUS CITY FUNDS, AND REDUCING APPROPRIATIONS TO THE INSURANCE SERVICES FUND BY \$487,681, AS SET FORTH IN THE ATTACHED EXHIBIT "A"; APPROVING AMENDMENTS TO THE EMPLOYMENT POSITION TITLES AND GRADE SYSTEM, AND POSITION PAY RANGES, AS SET FORTH IN THE ATTACHED EXHIBITS "B" AND "C"; PROVIDING FOR CONFLICTS, SEVERABILITY AND AN EFFECTIVE DATE.

Recommended Action

Commission to vote on Ordinance and set public hearing for May 16, 2023

Voting Requirement

Adoption requires a 3/5 vote of the City Commission

Background/History

In accordance with Section 166.241(7)(c), Florida Statutes, the governing body of each municipality at any time within a fiscal year or within 60 day, may amend the budget for a purpose not specifically authorized in paragraph 166.241(7)(a) or paragraph (b), in the same manner as the original budget. This proposed amendment to the budget meets this requirement.

Article 5 of the City Charter provides that if there are revenues in excess of those estimated in the budget, the Commission by ordinance may make supplemental appropriations for the year up to the amount of such excess.

Current Activity

As outlined in Exhibit A, supplemental departmental budget transfers and budget appropriations are requested primarily to account for the Pay and Class Study, Carryforward for Capital Projects appropriated and/or obligated in FY2022, and for the transfer of General Fund excess Unassigned Fund Balance to the Solid Waste Fund as follows:

The General Fund in the amount of \$5.1M:

Revenue recognition of ADI grant and CASA donation funding.

Use of Fund Balance of \$4.8M for Capital Projects' Carryforwards obligated and appropriated in FY2022 for \$2.5M and reimbursement to the Solid Waste Fund of \$2.2M

Department adjustments include:

Pay and Class Study Phase One adjustments across the applicable departments, offset by savings from the Insurance Services Fund and the Nonuniformed Pension Plan contribution along with increasing the vacancy credit by \$256K, creating no budget increase impact.

Community Services Department budget increase related to the ADI grant award increase.

Human Resources Department budget increase for consulting services.

The Capital Projects Fund of \$3.0M comprised of FY22 carryforwards for vehicles of \$536K with capital lease proceeds as the funding source, and various capital projects that were obligated for \$2.5M.

The Community Development Block Grant in the amount of \$300K for Oveta McKeithen Park, to be transferred to the Capital Projects Fund.

The Parks Impact Fee Fund in the amount of \$581K for the West Community Center to be transferred to the Capital Projects Fund.

The Utilities Fund in the amount of \$685K for transfer to the Utilities Capital Fund and debt service offset by interest earnings.

The Utilities Capital Fund transfer in of \$500K from the Utilities Fund for the injection well rehabilitation.

The Solid Waste Fund in the amount of \$1.9M to recognize the transfer from the General Fund and the reduction in the use of fund balance.

The Storm Water Fund for \$105K for a carryforward of professional services.

The Target Area Trust Fund of \$474K to transfer to the Capital Project Fund for the Oveta McKeithen Park and Outdoor Fitness Court and Art Wall projects.

The Insurance Service Fund deappropriation of appx. \$488K of transfers from other Funds in recognition of expenditure savings that will support the Pay and Class Study Phase One implementation.

In addition, the Pay and Class Study proposed a new position grade system and several position title changes as outlined in Exhibit B. Exhibit C provides the detail of the new pay ranges in comparison to the current as originally adopted for FY2023.

Recommendation

Staff recommends adoption of the ordinance and setting the public hearing for May 16, 2023.

ORDINANCE NO. 2023/

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF DEERFIELD BEACH, FLORIDA, ADOPTING AN AMENDMENT TO THE CITY BUDGET FOR THE FISCAL YEAR ENDING SEPTEMBER 30, 2023; APPROVING SUPPLEMENTAL APPROPRIATIONS AND BUDGET TRANSFERS TO VARIOUS CITY FUNDS, AND REDUCING APPROPRIATIONS TO THE INSURANCE SERVICES FUND BY \$487,681, AS SET FORTH IN THE ATTACHED EXHIBIT "A"; APPROVING AMENDMENTS TO THE EMPLOYMENT POSITION TITLES AND GRADE SYSTEM, AND POSITION PAY RANGES, AS SET FORTH IN THE ATTACHED EXHIBITS "B" AND "C"; PROVIDING FOR CONFLICTS, SEVERABILITY AND AN EFFECTIVE DATE

WHEREAS, pursuant to Section 166.241(7), Florida Statutes, "the governing body of each municipality at any time within the fiscal year or within 60 days following the end of the fiscal year may amend a budget for that year"; and

WHEREAS, the City Manager has certified that there are revenues or unappropriated fund balance available for appropriation in excess of those originally estimated in the budget for the fiscal year ending September 30, 2023; and

WHEREAS, pursuant to Section 5.05(1) of the City Charter, the City Commission may, by Ordinance, make supplemental appropriations for the fiscal year, up to the amount of such excess revenues and unappropriated fund balance; and

WHEREAS, pursuant to Section 5.05(2) of the City Charter, the City Commission may, by Ordinance, reduce appropriations to a fund for the fiscal year when it appears probable to the City Manager that the revenues available will be insufficient to meet the amount appropriated to such fund; and

WHEREAS, the City recently conducted a Pay and Class Study that resulted in recommended revisions to the City employment position grade system, position title changes, and position pay ranges, with the recommended revisions for implementation in Fiscal Year 2023 set forth in the attached Exhibits "B" and "C"; and

WHEREAS, the proposed budget amendment, attached and incorporated herein as Exhibits "A", "B" and "C", authorizes: (i) supplemental appropriations and budget transfers to various City Funds, as reflected in Exhibit "A", including but not limited to fund balance transfers for carryforwards, (ii) the reduction of appropriations to the Insurance Services Fund by \$487,681, and (iii) amendments to the City employment position grade system, position titles, and position pay ranges, as set forth in the attached Exhibits "B" and "C", to be effective as of April 1, 2023 (collectively, the "Amendments"); and

WHEREAS, City staff recommends approving the Amendments to the City's budget for the fiscal year ending September 30, 2023, as set forth in the attached Exhibits "A", "B" and "C"

(the “Budget Amendment”).

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COMMISSION OF THE CITY OF DEERFIELD BEACH, FLORIDA, AS FOLLOWS:

Section 1. That the above “WHEREAS” clauses are true and correct and are made a part hereof.

Section 2. That the Budget Amendment, as set forth in the attached Exhibits “A”, “B” and “C”, is hereby approved.

Section 3. That the amendments to the City employment position grade system and position titles, as reflected in Exhibit “B”, and the amendments to the Position Pay Ranges, as set forth in Exhibit “C”, are hereby approved and shall be effective as of April 1, 2023.

Section 4. That the appropriate City officials are authorized to do all things necessary and expedient to carry out the aims of this Ordinance.

Section 5. All ordinances or parts of ordinances and all resolutions or parts of resolutions in conflict with this Ordinance are hereby repealed to the extent of such conflict.

Section 6. Should any section or provision of this ordinance or any portion thereof, any paragraph, sentence or word be declared by a court of competent jurisdiction to be invalid, such decision shall not affect the validity of the remainder hereof as a whole or part thereof other than the part declared to be invalid.

Section 7. This Ordinance shall take effect immediately upon its passage and adoption on Second Reading.

PASSED 1ST READING ON THIS ____ DAY OF _____, 2023.

PASSED 2ND READING ON THIS ____ DAY OF _____, 2023.

BILL GANZ, MAYOR

ATTEST:

HEATHER MONTEMAYOR, CITY CLERK

"EXHIBIT A"
CITY OF DEERFIELD BEACH, FLORIDA
BUDGET AMENDMENT
FISCAL YEAR ENDING SEPTEMBER 30, 2023

GENERAL FUND REVENUES:	ORIGINAL BUDGET	BUDGET AMENDMENT	AMENDED BUDGET
TOTAL SOURCES	122,549,409	263,495	122,812,904
Transfers In	853,656	-	853,656
Fund Balances/Reserves	11,414,444	4,836,311	16,250,755
TOTAL REVENUES, TRANSFERS & BALANCES	134,817,509	5,099,806	139,917,315
EXPENDITURES:			
City Commission	409,082	-	409,082
City Manager	782,480	-	782,480
City Clerk	846,286	-	846,286
City Attorney	575,000	-	575,000
Financial Services	3,518,726	-	3,518,726
Human Resources	984,302	27,907	1,012,209
Planning & Development Services	1,606,371	9,001	1,615,372
Information Technology Services	3,650,400	11,552	3,661,952
Economic Development	728,281	8,590	736,871
Community Services	3,092,087	81,464	3,173,551
Public Affairs & Marketing	661,881	26,514	688,395
Office of Public Safety	75,755,244	86,272	75,841,516
Sustainable Management	1,307,204	-	1,307,204
Environmental Services	5,296,700	62,226	5,358,926
Parks & Recreation	17,728,469	132,486	17,860,955
Community Contributions	181,021	-	181,021
Additional Considerations	(949,921)	(256,184)	(1,206,105)
TOTAL EXPENDITURES	116,173,613	189,828	116,363,441
Transfers Out	17,143,896	4,909,978	22,053,874
Fund Balances/Reserves/Net Assets	1,500,000	-	1,500,000
TOTAL APPROPRIATED EXPENDITURES TRANSFERS, RESERVES & BALANCES	134,817,509	5,099,806	139,917,315

GENERAL CAPITAL FUND REVENUES:	ORIGINAL BUDGET	BUDGET AMENDMENT	AMENDED BUDGET
Capital Lease Proceeds	2,317,154	536,307	2,853,461
TOTAL SOURCES	2,317,154	536,307	2,853,461
Transfers In	17,099,360	2,513,662	19,613,022
Fund Balances/Reserves		-	-
TOTAL REVENUES, TRANSFERS & BALANCES	19,416,514	3,049,969	22,466,483

EXPENDITURES:

Capital Projects Prior Year Encumbrances Carryforward	19,416,514	2,849,969	22,266,483
Braithwaite Center of Active Aging FF&E	-	200,000	200,000
TOTAL EXPENDITURES	19,416,514	3,049,969	22,466,483
TOTAL APPROPRIATED EXPENDITURES			
TRANSFERS, RESERVES & BALANCES	19,416,514	3,049,969	22,466,483

COMMUNITY DEVELOPMENT BLOCK GRANT FUND REVENUES:	ORIGINAL BUDGET	BUDGET AMENDMENT	AMENDED BUDGET
Federal Grant	1,631,830	300,000	1,931,830
TOTAL SOURCES	1,631,830	300,000	1,931,830
EXPENDITURES:			
Federal Grant Expenditures	1,422,483	-	1,422,483
TOTAL EXPENDITURES	1,422,483	-	1,422,483
Transfers Out	209,347	300,000	509,347
TOTAL APPROPRIATED EXPENDITURES			
TRANSFERS, RESERVES & BALANCES	1,631,830	300,000	1,931,830

PARKS IMPACT FEE FUND REVENUES:	ORIGINAL BUDGET	BUDGET AMENDMENT	AMENDED BUDGET
Fund Balances/Reserves	261,435	580,599	842,034
TOTAL REVENUES, TRANSFERS & BALANCES	261,435	580,599	842,034
EXPENDITURES:			
Capital Projects Prior Year Encumbrances Carryforward	12,001	580,599	592,600
TOTAL EXPENDITURES	12,001	580,599	592,600
Transfers Out	249,434	-	249,434
TOTAL APPROPRIATED EXPENDITURES			
TRANSFERS, RESERVES & BALANCES	261,435	580,599	842,034

UTILITIES FUND REVENUES:	ORIGINAL BUDGET	BUDGET AMENDMENT	AMENDED BUDGET
Operating Revenues	25,522,674	185,049	25,707,723
TOTAL SOURCES	25,522,674	185,049	25,707,723
Fund Balances/Reserves	7,900,656	500,000	8,400,656
TOTAL REVENUES, TRANSFERS & BALANCES	33,423,330	685,049	34,108,379
EXPENDITURES:			
Operating Expenditures	27,626,495	(104,724)	27,521,771
Debt Service	1,757,982	-	1,757,982
TOTAL EXPENDITURES	29,384,477	(104,724)	29,279,753
Transfers Out	4,038,853	789,773	4,828,626
TOTAL APPROPRIATED EXPENDITURES			
TRANSFERS, RESERVES & BALANCES	33,423,330	685,049	34,108,379

UTILITIES CAPITAL FUND REVENUES:	ORIGINAL BUDGET	BUDGET AMENDMENT	AMENDED BUDGET
TOTAL SOURCES	9,886,441	-	9,886,441
Transfers In	-	500,000	500,000
Fund Balances/Reserves	7,730,937	-	7,730,937
TOTAL REVENUES, TRANSFERS & BALANCES	17,617,378	500,000	18,117,378
EXPENDITURES:			
Capital Expenditures	17,617,378	500,000	18,117,378
TOTAL EXPENDITURES	17,617,378	500,000	18,117,378
Transfers Out	-	-	-
Fund Balances/Reserves/Net Assets	-	-	-
TOTAL APPROPRIATED EXPENDITURES			
TRANSFERS, RESERVES & BALANCES	17,617,378	500,000	18,117,378

SOLID WASTE FUND REVENUES:	ORIGINAL BUDGET	BUDGET AMENDMENT	AMENDED BUDGET
TOTAL SOURCES	18,024,200	-	18,024,200
Transfers In	-	2,160,009	2,160,009
Fund Balances/Reserves	777,136	(290,633)	486,503
TOTAL REVENUES, TRANSFERS & BALANCES	18,801,336	1,869,376	20,670,712

EXPENDITURES:

Operating Expenditures	18,301,330	(42,460)	18,258,870
TOTAL EXPENDITURES	18,301,330	(42,460)	18,258,870
Transfers Out	500,006	(248,173)	251,833
Fund Balances/Reserves/Net Assets	-	2,160,009	2,160,009
TOTAL APPROPRIATED EXPENDITURES			
TRANSFERS, RESERVES & BALANCES	18,801,336	1,869,376	20,670,712

STORMWATER FUND REVENUES:	ORIGINAL BUDGET	BUDGET AMENDMENT	AMENDED BUDGET
TOTAL SOURCES	3,864,968	-	3,864,968
Fund Balances/Reserves	248,653	105,000	353,653
TOTAL REVENUES, TRANSFERS & BALANCES	4,113,621	105,000	4,218,621

EXPENDITURES:

Operating Expenditures	2,370,733	105,000	2,475,733
TOTAL EXPENDITURES	2,370,733	105,000	2,475,733
Transfers Out	1,742,888	-	1,742,888
TOTAL APPROPRIATED EXPENDITURES			
TRANSFERS, RESERVES & BALANCES	4,113,621	105,000	4,218,621

TARGET TRUST FUND REVENUES:	ORIGINAL BUDGET	BUDGET AMENDMENT	AMENDED BUDGET
Fund Balances/Reserves	650,000	473,974	1,123,974
TOTAL REVENUES, TRANSFERS & BALANCES	650,000	473,974	1,123,974

EXPENDITURES:

Operating Expenditures	462,901	-	462,901
TOTAL EXPENDITURES	462,901	-	462,901
Transfers Out	187,099	473,974	661,073
TOTAL APPROPRIATED EXPENDITURES			
TRANSFERS, RESERVES & BALANCES	650,000	473,974	1,123,974

INSURANCE SERVICES FUND	ORIGINAL	BUDGET	AMENDED
REVENUES:	BUDGET	AMENDMENT	BUDGET
TOTAL SOURCES	2,041,800	-	2,041,800
Transfers In	9,124,844	(487,681)	8,637,163
TOTAL REVENUES, TRANSFERS & BALANCES	11,166,644	(487,681)	10,678,963
EXPENDITURES:			
Operating Expenditures	11,166,644	(487,681)	10,678,963
TOTAL EXPENDITURES	11,166,644	(487,681)	10,678,963
TOTAL APPROPRIATED EXPENDITURES			
TRANSFERS, RESERVES & BALANCES	11,166,644	(487,681)	10,678,963

"EXHIBIT B"
CITY OF DEERFIELD BEACH, FLORIDA
POSITION TITLE ADJUSTMENTS AND NEW GRADE SYSTEM
FISCAL YEAR ENDING SEPTEMBER 30, 2023

Class Titles in Bold indicates change in Titles

<i>Proposed Class Title</i>	<i>New Grade</i>	<i>Original Title</i>	<i>Original Grade</i>
ACCOUNTANT	114	ACCOUNTANT	E15
ACCOUNTANT, SENIOR	116	ACCOUNTANT- SENIOR	E16
ACCOUNTING MANAGER	122	ACCOUNTING MANAGER	E21
ACCOUNTS PAYABLE COORDINATOR	113	ACCOUNTS PAYABLE COORDINATOR	N14
ACCOUNTS RECEIVABLE SPECIALIST	107	ACCOUNTS RECEIVABLE SPECIALIST	N09
ADMIN SPECIAL EVENTS/ATHLETICS	119	ADMIN SPECIAL EVENTS/ATHLETICS	E20
ADMIN WATERFRONT OPS/AQUATICS	119	ADMIN WATERFRONT OPTS/AQUATICS	E21
ADMINISTRATIVE ASSISTANT	106	ADMINISTRATIVE ASSISTANT	N08
ADMINISTRATIVE ASSISTANT	106	OFFICE AUTOMATION SPECIALIST	N08
ADMINISTRATIVE ASSISTANT	106	OFFICE SPECIALIST	N08
ADMINISTRATIVE COORDINATOR	113	ADMINISTRATIVE COORDINATOR	N14
ADMN. SUPPORT SPECIALIST	108	OFFICE SUPERVISOR	N10
ADMN. SUPPORT SPECIALIST	109	ADMN. SUPPORT SPECIALIST	N10
AQUATICS MANAGER	114	AQUATICS MANAGER	E15
ASSIST DIRECTOR OF PARKS & REC	124	ASSIST DIRECTOR OF PARKS & REC	E23
ASSISTANT CITY CLERK	120	ASSISTANT CITY CLERK	E18
ASSISTANT P&R MANAGER	108	ASSISTANT P&R MANAGER	N08
ASSISTANT PLANNER	112	ASSISTANT PLANNER	N13
ASST DIR OF ENVIRONMENTAL SERVICES (UTLITIES)	125	ASST DIR OF ENVIRONMENTAL SERVICES	E24
ASST DIR OF HUMAN RESOURCES	124	ASST DIR OF HUMAN RESOURCES	E23
ASST DIR OF PLANNING & DEV SVC	124	ASST DIR OF PLANNING & DEV SVC	E23
ASST DIR OF SUSTAINABLE MGMT	124	ASST DIR OF SUSTAINABLE MGMT	E23
ASST DIRECTOR FINANCIAL SERVICES	125	ASST DIRECTOR FINANCIAL SERVICES	E24
ASST DIRECTOR OF COMM SERVICES	124	ASST DIRECTOR OF COMM SERVICES	E23
ASST WATERFRONT OPERATIONS MGR	108	ASST WATERFRONT OPERATIONS MGR	N08
ATHLETIC PROGRAM LEADER	107	ATHLETIC PROGRAM LEADER	N08
BACKFLOW TECHNICIAN	109	BACKFLOW TECHNICIAN	N11
BEACH AMBASSADORS PT	104	BEACH AMBASSADORS PT	N07
BILLING COORDINATOR	114	BILLING COORDINATOR	E15
BUDGET ANALYST	114	BUDGET ANALYST	E15
BUDGET MANAGER	123	BUDGET MANAGER	E22
BUS DRIVER	104	BUS DRIVER	N07
BUS DRIVER COORDINATOR	108	BUS DRIVER COORDINATOR	N08
BUS DRIVER PT	104	BUS DRIVER PT	N07
BUSINESS ANALYST	114	BUSINESS ANALYST	E15
BUSINESS CONTINUITY MANAGER	122	BUSINESS CONTINUITY MANAGER	E19
BUSINESS DEVELOPMENT MANAGER	122	BUSINESS DEVELOPMENT MANAGER	E21
BUSINESS MANAGER	120	BUSINESS MANAGER	E18
BUYER	112	BUYER	N13
CADD ENGINEERING TECHNICIAN	113	CADD ENGINEERING TECHNICIAN	N13
CAPITAL PROJECTS ENGINEER	120	CAPITAL PROJECTS ENGINEER	E20
CASE MANAGER	111	CASE MANAGER	N12
CERTIFIED NURSING ASST PT	107	CERTIFIED NURSING ASST PT	N09
CERTIFIED NURSING ASST.	107	CERTIFIED NURSING ASST.	N09
CHIEF FINANCIAL OFFICER	131	DIRECTOR FINANCIAL SERVICES/CFO	E30
CHIEF INFORMATION OFFICER	130	CHIEF INFORMATION OFFICER	E28
CITY CLERK	125	CITY CLERK	E25
CITY ENGINEER	125	CITY ENGINEER	E25
COASTAL & WATERWAY COORDINATOR	115	COASTAL & WATERWAY COORDINATOR	E16
COMMUNICATIONS MANAGER	123	COMMUNICATIONS MANAGER	E22
CONSTRUCTION ADMIN SPECIALIST	111	CONSTRUCTION ADMIN SPECIALIST	N12
CONSTRUCTION PROJECT MANAGER	118	CONSTRUCTION PROJECT MANAGER	E18
COUNSELOR	110	COUNSELOR	N11
CRA ADMINISTRATIVE COORDINATOR	113	CRA ADMINISTRATIVE COORDINATOR	N14

CRA PROJECT MANAGER	118	CRA PROJECT MANAGER	E18
CREW LEADER	111	CREW LEADER	N12
CROSS CONNECTION CONTROL SPEC	111	CROSS CONNECTION CONTROL SPEC	N12
CUSTOMER SERVICE ANALYST	106	CUSTOMER SERVICE ANALYST	N08
CUSTOMER SERVICE REP	106	CUSTOMER SERVICE REP	N08
CUSTOMER SERVICE SUPERVISOR	111	CUSTOMER SERVICE SUPERVISOR	N12
DATABASE ADMINISTRATOR	116	DATABASE ADMINISTRATOR	E16
DATEBASE COORDINATOR	115	CMMS COORDINATOR	E16
DEPUTY CITY MANAGER	133	DEPUTY CITY MANAGER	E30
DIR OF ECONOMIC DEVELOPMENT	128	DIR OF ECONOMIC DEVELOPMENT	E28
DIR OF PUBLIC AFFAIRS & MKTG	127	DIR OF PUBLIC AFFAIRS & MKTG	E26
DIRECTOR OF COMMUNITY SERVICES	127	DIRECTOR OF COMMUNITY SERVICES	E27
DIRECTOR OF ENVIRONMENTAL SERVICES	129	DIRECTOR OF ENVIRONMENTAL SERVICES	E29
DIRECTOR OF HR AND RISK MGMT	129	DIRECTOR OF HR AND RISK MGMT	E28
DIRECTOR OF PARKS & RECREATION	128	DIRECTOR OF PARKS & RECREATION	E29
DIRECTOR OF PLANNING & DEV SVC	129	DIRECTOR OF PLANNING & DEV SVC	E28
DIRECTOR OF PUBLIC SAFETY	130	DIRECTOR OF PUBLIC SAFETY	E29
DIRECTOR OF SUSTAINABLE MGMT	129	DIRECTOR OF SUSTAINABLE MGMT	E29
DRIVER COLLECTOR	109	DRIVER COLLECTOR	N11
DRIVER COLLECTOR PT	109	DRIVER COLLECTOR PT	N11
DRIVER COLLECTOR WILL CALL	109	DRIVER COLLECTOR WILL CALL	N11
ELECTRICAL AUTOMATION SUPERV	115	ELECTRICAL AUTOMATION SUPERV	E16
EMERGENCY MGMT COORDINATOR	115	EMERGENCY MGMT COORDINATOR	E16
ENGINEERING RECORDS ADMINISTRATOR	113	ENGINEERING RECORDS SPECIALIST	N14
ENGINEERING TECHNICIAN	113	ENGINEERING TECHNICIAN	N14
ENGINEERING TECHNICIAN/UTILITY LOCATOR	107	UTILITY LOCATOR TECHNICIAN	N09
ENTERPRISE NETWORK MANAGER	122	ENTERPRISE NETWORK MANAGER	E19
ENVIRONMENTAL COMPLIANCE SUPT.	121	ENVIRONMENTAL COMPLIANCE SUPT.	E19
ENVIRONMENTAL PROJECT ENGINEER	119	PROJECT ENGINEER	E18
EQUIPMENT OPERATOR	107	EQUIPMENT OPERATOR	N09
EQUIPMENT OPERATOR, SENIOR	109	EQUIPMENT OPERATOR- SENIOR	N11
EVENT SPECIALIST	106	EVENT SPECIALIST	N08
EVENTS SPECIALIST PT	106	EVENTS SPECIALIST PT	N08
EXECUTIVE ASSISTANT	114	EXECUTIVE ASSISTANT	E15
FACILITIES MANAGER	118	FACILITIES MANAGER	E18
FACILITIES OPERATIONS SUPERVISOR	114	FACILITIES OPERATIONS SUPERVIS	E15
FACILITIES TECHNICIAN	109	FACILITIES TECHNICIAN	N11
FIELD OPS SUPT.	121	FIELD OPS SUPERINTENDENT	E19
FINANCIAL SERVICES MANAGER	120	FINANCIAL SERVICES MANAGER	E18
FLEET MANAGER	118	FLEET MANAGER	E18
FLEET SUPERVISOR	115	FLEET SUPERVISOR	E15
GIS MANAGER	121	GIS MANAGER	E19
GIS SPECIALIST	113	GIS SPECIALIST	N14
GRANTS COORDINATOR	115	GRANTS COORDINATOR	E16
GRANTS MANAGER	117	GRANTS MANAGER	E17
GRANTS WRITER	115	GRANTS WRITER	E16
HEALTH SUPPORT MANAGER	115	HEALTH SUPPORT COORDINATOR	E14
HOUSING & COMM AFFAIRS MANAGER	120	HOUSING & COMM AFFAIRS MANAGER	E18
HOUSING COORDINATOR (NEW)	113	N/A	
HUMAN RESOURCE TECHNICIAN	108	HUMAN RESOURCES TECHNICIAN	N10
HUMAN RESOURCES ASSISTANT	106	HUMAN RESOURCES ASSISTANT	N08
HUMAN RESOURCES SPECIALIST	111	HR PAYROLL SPECIALIST	N12
HUMAN RESOURCES SPECIALIST	111	TRAINING/DEVEOPMENT SPEC	N12
HVAC TECHNICIAN	110	HVAC TECHNICIAN	N11
INFRASTRUCT MAINT SUPERVISOR	115	INFRASTRUCT MAINT SUPERVISOR	E16
INFRASTRUCTURE MAINT CREW LDR	111	INFRASTRUCTURE MAINT CREW LDR	N12
INSTRUMENT TECHNICIAN	113	INSTRUMENT TECHNICIAN	N14
INVENTORY CONTROL CLERK	107	INVENTORY CONTROL CLERK	N09
INVENTORY COORDINATOR	112	INVENTORY COORDINATOR	N13
IRRIGATION SPECIALIST	108	IRRIGATION SPECIALIST	N10
IT SECURITY ANALYST	116	IT SECURITY ANALYST	E16
LANDSCAPE CREW LEADER	110	MAINTENANCE LANDSCAPER	N12
LANDSCAPE CREW LEADER	111	LANDSCAPE CREW LEADER	N12

LANDSCAPE INSPECTOR	110	LANDSCAPE TECHNICIAN	N12
LANDSCAPE SUPERVISOR	113	LANDSCAPE SUPERVISOR	N14
LEAD FACILITIES TECHNICIAN	111	LEAD FACILITIES TECHNICIAN	N13
LEAD LIFEGUARD	107	LEAD GUARD	N08
LEAD PARK RANGER	113	LEAD PARK RANGER	N14
LEAD STORMWATER TECHNICIAN	113	LEAD STORMWATER TECHNICIAN	N14
LEAD WATER OPERATOR	113	LEAD WATER OPERATOR	N14
LICENSED PRACTICAL NURSE	110	LICENSED PRACTICAL NURSE	N11
LIFEGUARD P/T	104	WATER SAFETY INSTRUCTOR P/T	N07
MAINTENANCE WORKER	106	MAINTENANCE WORKER	N08
MAINTENANCE WORKER PT	106	MAINTENANCE WORKER PT	N08
MAINTENANCE WORKER, SENIOR	108	MAINTENANCE WORKER- SENIOR	N10
MASTER CERTIFIED TRUCK TECH	113	MASTER CERTIFIED TRUCK TECH	N14
MECHANIC	110	MECHANIC	N11
MECHANIC, SENIOR	112	MECHANIC- SENIOR	N13
MULTI-MEDIA PRODUCTION SPEC	114	MULTI-MEDIA PRODUCTION SPEC	E15
OCEAN LIFEGUARD	108	OCEAN LIFEGUARD	N10
OCEAN LIFEGUARD/WILL-CALL	108	OCEAN LIFEGUARD/WILL-CALL	N10
OCEAN RESCUE CAPTAIN	113	OCEAN RESCUE CAPTAIN	N14
OCEAN RESCUE CHIEF	120		E19
OCEAN RESCUE LIEUTENANT	112	OCEAN RESCUE LIEUTENANT	N13
OFFICE ASSISTANT P/T	101	OFFICE ASSISTANT P/T	N04
OFFICE COORDINATOR	111	ACCOUNTING OPERATIONS ANALYST	N12
OPERATIONS MANAGER	118	OPERATIONS MANAGER	E18
PARK RANGER	107	PARK RANGER	N09
PARKING METER TECHNICIAN	106	PARKING METER TECHNICIAN	N08
PARKING METER TECHNICIAN PT	106	PARKING METER TECHNICIAN PT	N08
PARKING SUPERVISOR	111	PARKING SUPERVISOR	N12
PARKS & RECREATION MANAGER I	111	PARKS & RECREATION MANAGER I	N11
PARKS & RECREATION MANAGER II	113	PARKS & RECREATION MANAGER II	N15
PARKS PROJECT MANAGER	118	PARKS PROJECT MANAGER	E18
PAYROLL COORDINATOR	113	PAYROLL COORDINATOR	N14
PIER ATTENDANT	102	PIER ATTENDANT	N05
PIER ATTENDANT PART TIME	102	PIER ATTENDANT PART TIME	N05
PLANNER	116	PLANNER	E16
PLANNING & ZONING MANAGER	121	PRINCIPAL PLANNER	E20
PLANNING ASSISTANT	108	PLANNING ASSISTANT	N10
PLANNING COORDINATOR	111	PLANNING COORDINATOR	N12
PLANS REVIEW ENGINEER	117	PLANS REVIEW ENGINEER	E17
PLANT MAINTENANCE SUPT.	121	PLANT MAINTENANCE SUPT.	E19
PLANT MECHANIC	110	PLANT MECHANIC	N11
PLANT TECHNICIAN	107	PLANT TECHNICIAN	N09
PURCHASING MANAGER	122	PURCHASING MANAGER	E21
QUALITY ASSURANCE OFFICER	113	QUALITY ASSURANCE OFFICER	N14
RECEPTIONIST/CASHIER CLERK	104	RECEPTIONIST/CASHIER CLERK	N07
RECORDS SPECIALIST	113	RECORDS SPECIALIST	N14
RECREATION COORDINATOR	109	RECREATION COORDINATOR	N11
RECREATION LEADER-P/T	101	RECREATION LEADER-P/T	N04
RECYCLING DROP OFF ATTENDANT	107	RECYCLING DROP OFF ATTENDANT	N09
REDEVELOPMENT PROJECT COORD	117	REDEVELOPMENT PROJECT COORD	E17
REGISTERED NURSE PART TIME	112	REGISTERED NURSE PART TIME	N13
REVENUE COLLECTION SPECIALIST	107	REVENUE COLLECTION SPECIALIST	N09
REVENUE COLLECTIONS MANAGER	117	REVENUE COLLECTIONS MANAGER	E17
RISK/BENEFITS COORDINATOR	115	RISK/BENEFITS COORDINATOR	E14
RISK/BENEFITS MANAGER	119	RISK/BENEFITS OFFICER	E18
SAFETY COORDINATOR	111	SAFETY COORDINATOR	N12
SANITATION WORKER	104	SANITATION WORKER	N07
SCADA SYSTEM ANALYST	114	SCADA SYSTEM ANALYST	E15
SENIOR BUDGET ANALYST	115	BUDGET PERF & OPER ANALYST	E16
SENIOR BUYER	114	SENIOR BUYER	E15
SENIOR CASHIER CLERK	105	SENIOR CASHIER CLERK	N08
SENIOR EXECUTIVE ASSISTANT	116	SENIOR EXECUTIVE ASSISTANT	E16
SENIOR PLANNER	118	SENIOR PLANNER	E18
SERVICE DESK SPECIALIST	108	SERVICE DESK SPECIALIST	N10

SMALL ENGINE MECHANIC	110	SMALL ENGINE MECHANIC	N11
SOCIAL SERVICE COORDINATOR	110	SOCIAL SERVICE COORDINATOR	N11
SOLID WASTE SUPERVISOR	115	SOLID WASTE SUPERVISOR	E17
STORMWATER MAINTENANCE TECH I	106	STORMWATER MAINTENANCE	N08
STORMWATER MAINTENANCE TECH II	108	STORMWATER TECHNICIAN	N10
STORMWATER TECHNICIAN SENIOR	110	STORMWATER TECHNICIAN SENIOR	N12
SUPERINTENDENT OF PARKS	121	SUPERINTENDENT OF PARKS	E19
SUSTAINABILITY COORDINATOR	114	SUSTAINABILITY COORDINATOR	E15
TECHNOLOGY INTEGRATOR	115	TECHNOLOGY INTEGRATOR	E18
TRANSPORTATION MANAGER	115	TRANSPORTATION MANAGER	E19
URBAN FORESTER	119	LANDSCAPE ARCHITECT	E18
UTILITY BILLING SUPERVISOR	111	UTILITY BILLING SUPERVISOR	N12
UTILITY ELECTRICIAN	111	UTILITY ELECTRICIAN	N12
UTILITY ELECTRICIAN, SENIOR	113	UTILITY ELECTRICIAN- SENIOR	N14
VOLUNTEER COORDINATOR	108	VOLUNTEER COORDINATOR	N10
WASTEWATER COLLECTION CREW LDR	112	WASTEWATER COLLECTION CREW LDR	N12
WASTEWATER SERVICE WORKER	108	WASTEWATER SERVICE WORKER	N10
WASTEWATER SUPERVISOR	115	WASTEWATER SUPERVISOR	E20
WASTEWATER TECHNICIAN	107	WASTEWATER TECHNICIAN	N09
WATER DISTRIBUTION CREW LEADER	112	WATER DISTRIBUTION CREW LEADER	N12
WATER DISTRIBUTION SUPERVISOR	115	WATER DISTRIBUTION SUPERVISOR	E21
WATER DISTRIBUTION SVC WORKER	108	WATER DISTRIBUTION SVC WORKER	N10
WATER LABORATORY TECHNICIAN	110	WATER LABORATORY TECHNICIAN	N11
WATER OPERATIONS SUPERVISOR	115	WATER OPERATIONS SUPERVISOR	E16
WATER OPERATOR	111	WATER OPERATOR	N12
WATER OPERATOR TRAINEE	109	WATER OPERATOR TRAINEE	N11
WATER PLANT CREW LEADER	112	WATER PLANT CREW LEADER	N12
WATER PLANT MANAGER	122	WATERPLANT MANAGER	E21

"EXHIBIT C"
CITY OF DEERFIELD BEACH, FLORIDA
AMENDMENT TO THE POSITION PAY RANGES
FISCAL YEAR ENDING SEPTEMBER 30, 2023

Key	
	Non Exempt
	Exempt
Bold Text	Title Change

Grade Proposed Class Title/Grade				Grade Original Title/Grade			
Annual Range (<i>New Range</i>)				Annual Range (<i>Original Range</i>)			
Min	Mid	Max		Min	Mid	Max	
101	\$31,331	\$40,724	\$50,117	N04	\$ 29,360.45	\$ 37,434.07	\$ 45,507.70
OFFICE ASSISTANT P/T				OFFICE ASSISTANT P/T			
RECREATION LEADER-P/T				RECREATION LEADER-P/T			
102	\$32,897	\$42,760	\$52,622	N05	\$ 31,180.45	\$ 39,754.62	\$ 48,328.80
PIER ATTENDANT				PIER ATTENDANT			
PIER ATTENDANT PART TIME				PIER ATTENDANT PART TIME			
104	\$36,269	\$47,143	\$58,016	N07	\$ 35,166.14	\$ 44,837.31	\$ 54,508.48
BEACH AMBASSADORS PT				BEACH AMBASSADORS PT			
BUS DRIVER				BUS DRIVER			
BUS DRIVER PT				BUS DRIVER PT			
RECEPTIONIST/CASHIER CLERK				RECEPTIONIST/CASHIER CLERK			
SANITATION WORKER				SANITATION WORKER			
LIFEGUARD P/T				WATER SAFETY INSTRUCTOR P/T			
105	\$38,083	\$49,500	\$60,917	N08	\$ 37,347.02	\$ 47,617.23	\$ 57,887.44
SENIOR CASHIER CLERK				SENIOR CASHIER CLERK			
106	\$39,987	\$51,975	\$63,963	N08	\$ 37,347.02	\$ 47,617.23	\$ 57,887.44
ADMINISTRATIVE ASSISTANT				ADMINISTRATIVE ASSISTANT			
ADMINISTRATIVE ASSISTANT				OFFICE AUTOMATION SPECIALIST			
ADMINISTRATIVE ASSISTANT				OFFICE SPECIALIST			
CUSTOMER SERVICE ANALYST				CUSTOMER SERVICE ANALYST			
CUSTOMER SERVICE REP				CUSTOMER SERVICE REP			
EVENT SPECIALIST				EVENT SPECIALIST			
EVENTS SPECIALIST PT				EVENTS SPECIALIST PT			
HUMAN RESOURCES ASSISTANT				HUMAN RESOURCES ASSISTANT			
MAINTENANCE WORKER				MAINTENANCE WORKER			
MAINTENANCE WORKER PT				MAINTENANCE WORKER PT			
PARKING METER TECHNICIAN				PARKING METER TECHNICIAN			

PARKING METER TECHNICIAN PT
STORMWATER MAINTENANCE TECH I

107	\$41,986	\$54,573	\$67,161
ATHLETIC PROGRAM LEADER			
LEAD LIFEGUARD			

Grade
Proposed Class Title

	Min	Annual Range Mid	Max
107	\$41,986	\$54,573	\$67,161

ACCOUNTS RECEIVABLE SPECIALIST
CERTIFIED NURSING ASST PT
CERTIFIED NURSING ASST.
EQUIPMENT OPERATOR
INVENTORY CONTROL CLERK
PARK RANGER
PLANT TECHNICIAN
RECYCLING DROP OFF ATTENDANT
REVENUE COLLECTION SPECIALIST
ENGINEERING TECHNICIAN/UTILITY LOCATOR

WASTEWATER TECHNICIAN

108	\$44,085	\$57,302	\$70,519
ASSISTANT P&R MANAGER			
ASST WATERFRONT OPERATIONS MGR			
BUS DRIVER COORDINATOR			

108	\$44,085	\$57,302	\$70,519
HUMAN RESOURCE TECHNICIAN			
IRRIGATION SPECIALIST			
MAINTENANCE WORKER, SENIOR			
OCEAN LIFEGUARD			
OCEAN LIFEGUARD/WILL-CALL			
ADMN. SUPPORT SPECIALIST			
PLANNING ASSISTANT			
SERVICE DESK SPECIALIST			
STORMWATER MAINTENANCE TECH II			

VOLUNTEER COORDINATOR
WASTEWATER SERVICE WORKER
WATER DISTRIBUTION SVC WORKER

PARKING METER TECHNICIAN PT
STORMWATER MAINTENANCE

N08	\$ 37,347.02	\$ 47,617.23	\$ 57,887.44
ATHLETIC PROGRAM LEADER			
LEAD GUARD			

Grade
Original Title

	Min	Annual Range Mid	Max
N09	\$39,662.06	\$50,569.27	\$61,476.48

ACCOUNTS RECEIVABLE SPECIALIST
CERTIFIED NURSING ASST PT
CERTIFIED NURSING ASST.
EQUIPMENT OPERATOR
INVENTORY CONTROL CLERK
PARK RANGER
PLANT TECHNICIAN
RECYCLING DROP OFF ATTENDANT
REVENUE COLLECTION SPECIALIST
UTILITY LOCATOR TECHNICIAN

WASTEWATER TECHNICIAN

N08	\$ 37,347.02	\$ 47,617.23	\$ 57,887.44
ASSISTANT P&R MANAGER			
ASST WATERFRONT OPERATIONS MGR			
BUS DRIVER COORDINATOR			

N10	\$ 42,121.66	\$ 53,704.98	\$ 65,288.29
HUMAN RESOURCES TECHNICIAN			
IRRIGATION SPECIALIST			
MAINTENANCE WORKER- SENIOR			
OCEAN LIFEGUARD			
OCEAN LIFEGUARD/WILL-CALL			
OFFICE SUPERVISOR			
PLANNING ASSISTANT			
SERVICE DESK SPECIALIST			
STORMWATER TECHNICIAN			

VOLUNTEER COORDINATOR
WASTEWATER SERVICE WORKER
WATER DISTRIBUTION SVC WORKER

109	\$ 46,290	\$ 60,167	\$ 74,045	N10	\$ 42,121.66	\$ 53,704.98	\$ 65,288.29
ADMN. SUPPORT SPECIALIST				ADMN. SUPPORT SPECIALIST			
<i>Grade</i> <i>Proposed Class Title</i>				<i>Grade</i> <i>Original Title</i>			
	<i>Min</i>	<i>Mid</i>	<i>Max</i>		<i>Min</i>	<i>Mid</i>	<i>Max</i>
109	\$ 44,085	\$ 57,302	\$ 70,519	N11	\$ 44,732.90	\$ 57,034.43	\$ 69,335.97
BACKFLOW TECHNICIAN				BACKFLOW TECHNICIAN			
DRIVER COLLECTOR				DRIVER COLLECTOR			
DRIVER COLLECTOR PT				DRIVER COLLECTOR PT			
DRIVER COLLECTOR WILL CALL				DRIVER COLLECTOR WILL CALL			
EQUIPMENT OPERATOR, SENIOR				EQUIPMENT OPERATOR- SENIOR			
FACILITIES TECHNICIAN				FACILITIES TECHNICIAN			
RECREATION COORDINATOR				RECREATION COORDINATOR			
WATER OPERATOR TRAINEE				WATER OPERATOR TRAINEE			
110	\$ 48,604	\$ 63,176	\$ 77,747	N11	\$ 44,732.90	\$ 57,034.43	\$ 69,335.97
COUNSELOR				COUNSELOR			
HVAC TECHNICIAN				HVAC TECHNICIAN			
LICENSED PRACTICAL NURSE				LICENSED PRACTICAL NURSE			
MECHANIC				MECHANIC			
PLANT MECHANIC				PLANT MECHANIC			
SMALL ENGINE MECHANIC				SMALL ENGINE MECHANIC			
SOCIAL SERVICE COORDINATOR				SOCIAL SERVICE COORDINATOR			
WATER LABORATORY TECHNICIAN				WATER LABORATORY TECHNICIAN			
110	\$48,604	\$63,176	\$77,747	N12	\$ 47,506.37	\$ 60,570.64	\$73,634.91
LANDSCAPE CREW LEADER				MAINTENANCE LANDSCAPER			
LANDSCAPE INSPECTOR				LANDSCAPE TECHNICIAN			
STORMWATER TECHNICIAN SENIOR				STORMWATER TECHNICIAN SENIOR			
111	\$51,034	\$66,334	\$81,635	N11	\$ 44,732.90	\$ 57,034.43	\$ 69,335.97
PARKS & RECREATION MANAGER I				PARKS & RECREATION MANAGER I			
111	\$51,034	\$66,334	\$81,635	N12	\$ 47,506.37	\$ 60,570.64	\$ 73,634.91
OFFICE COORDINATOR				ACCOUNTING OPERATIONS ANALYST			
CASE MANAGER				CASE MANAGER			
CONSTRUCTION ADMIN SPECIALIST				CONSTRUCTION ADMIN SPECIALIST			
CREW LEADER				CREW LEADER			
CROSS CONNECTION CONTROL SPEC				CROSS CONNECTION CONTROL SPEC			
CUSTOMER SERVICE SUPERVISOR				CUSTOMER SERVICE SUPERVISOR			
HUMAN RESOURCES SPECIALIST				HR PAYROLL SPECIALIST			
INFRASTRUCTURE MAINT CREW LDR				INFRASTRUCTURE MAINT CREW LDR			

LANDSCAPE CREW LEADER

Grade

Proposed Class Title

Min Annual Range Mid Max

111	\$51,034	\$66,334	\$81,635
PARKING SUPERVISOR			
PLANNING COORDINATOR			
SAFETY COORDINATOR			
HUMAN RESOURCES SPECIALIST			
UTILITY BILLING SUPERVISOR			
UTILITY ELECTRICIAN			
WATER OPERATOR			

111	\$51,034	\$66,334	\$81,635
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LEAD FACILITIES TECHNICIAN

112	\$53,586	\$69,651	\$85,716
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WASTEWATER COLLECTION CREW LDR
WATER DISTRIBUTION CREW LEADER
WATER PLANT CREW LEADER

112	\$53,586	\$69,651	\$85,716
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ASSISTANT PLANNER
BUYER
INVENTORY COORDINATOR
MECHANIC, SENIOR
OCEAN RESCUE LIEUTENANT
REGISTERED NURSE PART TIME

113	\$56,265	\$73,134	\$90,002
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CADD ENGINEERING TECHNICIAN

113	\$56,265	\$73,134	\$90,002
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ACCOUNTS PAYABLE COORDINATOR
ADMINISTRATIVE COORDINATOR
CRA ADMINISTRATIVE COORDINATOR
ENGINEERING RECORDS ADMINISTRATOR

ENGINEERING TECHNICIAN
GIS SPECIALIST
HOUSING COORDINATOR (NEW)
INSTRUMENT TECHNICIAN
LANDSCAPE SUPERVISOR
LEAD PARK RANGER
LEAD STORMWATER TECHNICIAN

LANDSCAPE CREW LEADER

Grade

Original Title

Min Annual Range Mid Max

N12	\$ 47,506.37	\$ 60,570.64	\$ 73,634.91
PARKING SUPERVISOR			
PLANNING COORDINATOR			
SAFETY COORDINATOR			
TRAINING/DEVEOPMENT SPEC			
UTILITY BILLING SUPERVISOR			
UTILITY ELECTRICIAN			
WATER OPERATOR			

N13	\$ 50,451.44	\$ 64,325.87	\$ 78,200.30
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LEAD FACILITIES TECHNICIAN

N12	\$ 47,506.37	\$ 60,570.64	\$73,634.91
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WASTEWATER COLLECTION CREW LDR
WATER DISTRIBUTION CREW LEADER
WATER PLANT CREW LEADER

N13	\$ 50,451.44	\$ 64,325.87	\$ 78,200.30
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ASSISTANT PLANNER
BUYER
INVENTORY COORDINATOR
MECHANIC- SENIOR
OCEAN RESCUE LIEUTENANT
REGISTERED NURSE PART TIME

N13	\$50,451.44	\$ 64,325.87	\$78,200.30
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CADD ENGINEERING TECHNICIAN

N14	\$ 53,579.34	\$ 68,313.75	\$ 83,048.16
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ACCOUNTS PAYABLE COORDINATOR
ADMINISTRATIVE COORDINATOR
CRA ADMINISTRATIVE COORDINATOR
ENGINEERING RECORDS SPECIALIST
ENGINEERING TECHNICIAN
GIS SPECIALIST
HOUSING COORDINATOR (NEW)
INSTRUMENT TECHNICIAN
LANDSCAPE SUPERVISOR
LEAD PARK RANGER
LEAD STORMWATER TECHNICIAN

LEAD WATER OPERATOR

Grade

Proposed Class Title

	Min	Annual Range Mid	Max
113	\$56,265	\$73,134	\$90,002

MASTER CERTIFIED TRUCK TECH
OCEAN RESCUE CAPTAIN
PAYROLL COORDINATOR
QUALITY ASSURANCE OFFICER
RECORDS SPECIALIST
UTILITY ELECTRICIAN, SENIOR

113	\$56,265	\$73,134	\$90,002
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PARKS & RECREATION MANAGER II

114	\$59,079	\$76,790	\$94,502
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ACCOUNTANT
AQUATICS MANAGER
BILLING COORDINATOR
BUDGET ANALYST
BUSINESS ANALYST
EXECUTIVE ASSISTANT
FACILITIES OPERATIONS SUPERVISOR

MULTI-MEDIA PRODUCTION SPEC
SCADA SYSTEM ANALYST
SENIOR BUYER
SUSTAINABILITY COORDINATOR

115	\$62,033	\$80,630	\$99,227
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HEALTH SUPPORT MANAGER

RISK/BENEFITS COORDINATOR

115	\$62,033	\$80,630	\$99,227
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FLEET SUPERVISOR
INFRASTRUCT MAINT SUPERVISOR
SOLID WASTE SUPERVISOR
TECHNOLOGY INTEGRATOR
TRANSPORTATION MANAGER
WASTEWATER SUPERVISOR
WATER DISTRIBUTION SUPERVISOR

115	\$62,033	\$80,630	\$99,227
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SENIOR BUDGET ANALYST**DATEBASE COORDINATOR**

Grade

LEAD WATER OPERATOR

Grade

	Min	Annual Range Mid	Max
N14	\$53,579.34	\$ 68,313.75	\$83,048.16

MASTER CERTIFIED TRUCK TECH
OCEAN RESCUE CAPTAIN
PAYROLL COORDINATOR
QUALITY ASSURANCE OFFICER
RECORDS SPECIALIST
UTILITY ELECTRICIAN- SENIOR

N15	\$ 56,901.52	\$ 72,549.57	\$ 88,197.62
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PARKS & RECREATION MANAGER II

E15	\$ 56,901.52	\$ 72,549.57	\$ 88,197.62
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ACCOUNTANT
AQUATICS MANAGER
BILLING COORDINATOR
BUDGET ANALYST
BUSINESS ANALYST
EXECUTIVE ASSISTANT
FACILITIES OPERATIONS SUPERVIS

MULTI-MEDIA PRODUCTION SPEC
SCADA SYSTEM ANALYST
SENIOR BUYER
SUSTAINABILITY COORDINATOR

E14	\$53,579.34	\$68,313.75	\$83,048.16
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HEALTH SUPPORT COORDINATOR

RISK/BENEFITS COORDINATOR

E15	\$ 56,901.52	\$ 72,549.57	\$ 88,197.62
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FLEET SUPERVISOR
INFRASTRUCT MAINT SUPERVISOR
SOLID WASTE SUPERVISOR
TECHNOLOGY INTEGRATOR
TRANSPORTATION MANAGER
WASTEWATER SUPERVISOR
WATER DISTRIBUTION SUPERVISOR

E16	\$59,860.53	\$77,818.73	\$95,776.93
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BUDGET PERF & OPER ANALYST**CMMS COORDINATOR**

Grade

<i>Proposed Class Title</i>	<i>Annual Range</i>			<i>Original Title</i>	<i>Annual Range</i>		
	<i>Min</i>	<i>Mid</i>	<i>Max</i>		<i>Min</i>	<i>Mid</i>	<i>Max</i>
115	\$62,033	\$80,630	\$99,227	E16	\$59,860.53	\$77,818.73	\$95,776.93
ELECTRICAL AUTOMATION SUPERV COASTAL & WATERWAY COORDINATOR				ELECTRICAL AUTOMATION SUPERV COASTAL & WATERWAY COORDINATOR			
EMERGENCY MGMT COORDINATOR				EMERGENCY MGMT COORDINATOR			
GRANTS COORDINATOR				GRANTS COORDINATOR			
GRANTS WRITER				GRANTS WRITER			
WATER OPERATIONS SUPERVISOR				WATER OPERATIONS SUPERVISOR			
116	\$65,134	\$84,661	\$104,189	E16	\$ 59,860.53	\$ 77,818.73	\$ 95,776.93
ACCOUNTANT, SENIOR				ACCOUNTANT- SENIOR			
DATABASE ADMINISTRATOR				DATABASE ADMINISTRATOR			
IT SECURITY ANALYST				IT SECURITY ANALYST			
PLANNER				PLANNER			
SENIOR EXECUTIVE ASSISTANT				SENIOR EXECUTIVE ASSISTANT			
117	\$68,391	\$88,894	\$109,398	E17	\$ 62,979.49	\$ 81,873.27	\$ 100,767.06
GRANTS MANAGER				GRANTS MANAGER			
PLANS REVIEW ENGINEER				PLANS REVIEW ENGINEER			
REDEVELOPMENT PROJECT COORD				REDEVELOPMENT PROJECT COORD			
REVENUE COLLECTIONS MANAGER				REVENUE COLLECTIONS MANAGER			
118	\$71,810	\$93,339	\$114,868	E18	\$ 66,247.58	\$ 86,122.40	\$ 105,997.22
CONSTRUCTION PROJECT MANAGER				CONSTRUCTION PROJECT MANAGER			
CRA PROJECT MANAGER				CRA PROJECT MANAGER			
FACILITIES MANAGER				FACILITIES MANAGER			
FLEET MANAGER				FLEET MANAGER			
OPERATIONS MANAGER				OPERATIONS MANAGER			
PARKS PROJECT MANAGER				PARKS PROJECT MANAGER			
SENIOR PLANNER				SENIOR PLANNER			
119	\$75,401	\$98,006	\$120,611	E18	\$ 66,247.58	\$ 86,122.40	\$ 105,997.22
ENVIRONMENTAL PROJECT ENGINEER				PROJECT ENGINEER			
URBAN FORESTER				LANDSCAPE ARCHITECT			
RISK/BENEFITS MANAGER				RISK/BENEFITS OFFICER			
119	\$75,401	\$98,006	\$120,611	E20	\$ 73,317.09	\$ 95,312.05	\$ 117,301.01
ADMIN SPECIAL EVENTS/ATHLETICS				ADMIN SPECIAL EVENTS/ATHLETICS			
ADMIN WATERFRONT OPS/AQUATICS				ADMIN WATERFRONT OPTS/AQUATICS			
<i>Grade</i>				<i>Grade</i>			
<i>Proposed Class Title</i>		<i>Annual Range</i>		<i>Original Title</i>		<i>Annual Range</i>	
	<i>Min</i>	<i>Mid</i>	<i>Max</i>		<i>Min</i>	<i>Mid</i>	<i>Max</i>

120	\$79,171	\$102,906	\$126,642	E18	\$ 66,247.58	\$ 86,122.40	\$ 105,997.22
ASSISTANT CITY CLERK BUSINESS MANAGER FINANCIAL SERVICES MANAGER HOUSING & COMM AFFAIRS MANAGER				ASSISTANT CITY CLERK BUSINESS MANAGER FINANCIAL SERVICES MANAGER HOUSING & COMM AFFAIRS MANAGER			
120	\$79,171	\$102,906	\$126,642	E19	\$ 69,692.90	\$ 90,601.06	\$ 111,509.22
OCEAN RESCUE CHIEF				OCEAN RESCUE CHIEF			
120	\$79,171	\$102,906	\$126,642	E20	\$ 73,317.09	\$ 95,312.05	\$ 117,301.01
CAPITAL PROJECTS ENGINEER				CAPITAL PROJECTS ENGINEER			
121	\$83,130	\$108,052	\$132,974	E19	\$ 69,692.90	\$ 90,601.06	\$ 111,509.22
ENVIRONMENTAL COMPLIANCE SUPT. FIELD OPS SUPT. GIS MANAGER PLANT MAINTENANCE SUPT. SUPERINTENDENT OF PARKS				ENVIRONMENTAL COMPLIANCE SUPT. FIELD OPS SUPERINTENDENT GIS MANAGER PLANT MAINTENANCE SUPT. SUPERINTENDENT OF PARKS			
121	\$83,130	\$108,052	\$132,974	E20	\$ 73,317.09	\$ 95,312.05	\$ 117,301.01
PLANNING & ZONING MANAGER				PRINCIPAL PLANNER			
122	\$87,286	\$113,454	\$139,623	E19	\$ 69,692.90	\$ 90,601.06	\$ 111,509.22
BUSINESS CONTINUITY MANAGER ENTERPRISE NETWORK MANAGER				BUSINESS CONTINUITY MANAGER ENTERPRISE NETWORK MANAGER			
122	\$87,286	\$113,454	\$139,623	E21	\$ 77,129.10	\$ 100,268.06	\$ 123,407.02
ACCOUNTING MANAGER BUSINESS DEVELOPMENT MANAGER PURCHASING MANAGER WATER PLANT MANAGER				ACCOUNTING MANAGER BUSINESS DEVELOPMENT MANAGER PURCHASING MANAGER WATERPLANT MANAGER			
123	\$91,650	\$119,127	\$146,604	E22	\$ 81,140.59	\$ 105,482.52	\$ 129,824.45
BUDGET MANAGER COMMUNICATIONS MANAGER				BUDGET MANAGER COMMUNICATIONS MANAGER			
124	\$96,233	\$125,083	\$153,934	E23	\$ 85,359.66	\$ 110,967.58	\$ 136,575.50
ASSIST DIRECTOR OF PARKS & REC ASST DIR OF HUMAN RESOURCES ASST DIR OF PLANNING & DEV SVC ASST DIR OF SUSTAINABLE MGMT ASST DIRECTOR OF COMM SERVICES Grade Proposed Class Title				ASSIST DIRECTOR OF PARKS & REC ASST DIR OF HUMAN RESOURCES ASST DIR OF PLANNING & DEV SVC ASST DIR OF SUSTAINABLE MGMT ASST DIRECTOR OF COMM SERVICES Grade Original Title			
	Min	Mid	Max		Min	Mid	Max
125	\$101,044	\$131,338	\$161,631	E24	\$ 89,798.38	\$ 116,737.50	\$ 143,676.62
ASST DIR OF ENVIRONMENTAL SERVICES				ASST DIR OF ENVIRONMENTAL SERVICES			

ASST DIRECTOR FINANCIAL SERVICES				ASST DIRECTOR FINANCIAL SERVICES			
125	\$101,044	\$131,338	\$161,631	E25	\$ 94,467.57	\$ 122,807.57	\$ 151,147.57
CITY CLERK				CITY CLERK			
CITY ENGINEER				CITY ENGINEER			
127	\$111,402	\$144,800	\$178,198	E26	\$ 100,126.19	\$ 130,178.80	\$ 160,217.41
DIR OF PUBLIC AFFAIRS & MKTG				DIR OF PUBLIC AFFAIRS & MKTG			
127	\$111,402	\$144,800	\$178,198	E27	\$106,144.06	\$137,987.30	\$169,830.54
DIRECTOR OF COMMUNITY SERVICES				DIRECTOR OF COMMUNITY SERVICES			
128	\$116,972	\$152,040	\$187,108	E28	\$112,512.40	\$149,078.80	\$185,645.20
DIR OF ECONOMIC DEVELOPMENT				DIR OF ECONOMIC DEVELOPMENT			
128	\$116,972	\$152,040	\$187,108	E29	\$119,263.46	\$158,023.63	\$196,783.81
DIRECTOR OF PARKS & RECREATION				DIRECTOR OF PARKS & RECREATION			
129	\$122,820	\$159,642	\$196,463	E28	\$ 112,512.40	\$ 149,078.80	\$ 185,645.20
DIRECTOR OF HR AND RISK MGMT				DIRECTOR OF HR AND RISK MGMT			
DIRECTOR OF PLANNING & DEV SVC				DIRECTOR OF PLANNING & DEV SVC			
129	\$122,820	\$159,642	\$196,463	E29	\$ 119,263.46	\$ 158,023.63	\$ 196,783.81
DIRECTOR OF ENVIRONMENTAL SERVICES				DIRECTOR OF ENVIRONMENTAL SERVICES			
DIRECTOR OF SUSTAINABLE MGMT				DIRECTOR OF SUSTAINABLE MGMT			
130	\$128,961	\$167,624	\$206,286	E28	\$ 112,512.40	\$ 149,078.80	\$ 185,645.20
CHIEF INFORMATION OFFICER				CHIEF INFORMATION OFFICER			
130	\$128,961	\$167,624	\$206,286	E29	\$ 119,263.46	\$ 158,023.63	\$ 196,783.81
DIRECTOR OF PUBLIC SAFETY				DIRECTOR OF PUBLIC SAFETY			
131	\$135,409	\$176,005	\$216,601	E30	\$ 126,418.24	\$ 167,505.00	\$ 208,591.76
CHIEF FINANCIAL OFFICER				DIRECTOR FINANCIAL SERVICES/CFO			
133	\$149,289	\$194,045	\$238,802	E30	\$ 126,418.24	\$ 167,505.00	\$ 208,591.76
DEPUTY CITY MANAGER				DEPUTY CITY MANAGER			



City of Deerfield Beach

150 NE 2nd Ave
Deerfield Beach, FL
33441
954-480-4200

Face Sheet File Number: I.D. 2023-1829

Agenda Date: 5/2/2023

Status: CITY COMMISSION
BUSINESS

In Control: City Commission

Title

ORDINANCE 2023/ - AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF DEERFIELD BEACH, FLORIDA, AMENDING CHAPTER 2 "ADMINISTRATION," ARTICLE II "BOARDS, COMMITTEES, COMMISSIONS," DIVISION 11, "YOUTH COUNCIL" OF THE CITY'S CODE OF ORDINANCES TO REVISE THE YOUTH COUNCIL COMPOSITION AND QUALIFICATIONS FOR MEMBERSHIP; PROVIDING FOR CONFLICTS, SEVERABILITY, CODIFICATION, AND AN EFFECTIVE DATE.

Recommended Action

Commission to vote on Ordinance and set public hearing for May 16, 2023

Voting Requirement

Adoption requires a 3/5 vote of the City Commission

Background/History

In 1979, the City established a Youth Committee. In 2019, the City Commission adopted Ordinance No. 2019/015 to revise the ordinance, renaming the Committee to Youth Council and re-establishing its membership. The Youth Council provides high school students in grades 10 through 12 who live in Deerfield Beach an opportunity to participate in civic, leadership, and community service programs to help develop leadership ability and instill a commitment to community service and life-long civic responsibility. The current composition of the Youth Council requires 11 members and Council members are required to reside within the City, be in either grade 10, 11 or 12, and have at least a 2.5 GPA.

Current Activity

The current Youth Council does not have any members. Commissioner Preston has expressed his desire to reinvigorate the Council and our high school youth to participate. Members of the Council will be afforded the opportunity to learn about local government and their community. Deerfield Beach High School has agreed to assist in recruiting members of the Council through an election, and assist in reaching Deerfield Beach students attending Monarch High School.

City staff reviewed the current Ordinance that established the Youth Council and determined that in order to have a more cohesive council and facilitate participation, the membership qualifications should be revised to expand the membership to not only youths who reside in the City, but to those youths who attend schools within the City. In addition, the proposed ordinance will reduce the membership from 11 members to 8.

Recommendation:

Staff recommends approval of the revisions to the Youth Council Ordinance.

ORDINANCE NO. 2023/

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF DEERFIELD BEACH, FLORIDA, AMENDING CHAPTER 2 “ADMINISTRATION,” ARTICLE II “BOARDS, COMMITTEES, COMMISSIONS,” DIVISION 11, “YOUTH COUNCIL” OF THE CITY’S CODE OF ORDINANCES TO REVISE THE YOUTH COUNCIL COMPOSITION AND QUALIFICATIONS FOR MEMBERSHIP; PROVIDING FOR CONFLICTS, SEVERABILITY, CODIFICATION, AND AN EFFECTIVE DATE

WHEREAS, the City established a Youth Committee in 1979; and

WHEREAS, in 2019, the City Commission adopted Ordinance No. 2019/015 renaming the Youth Committee to Youth Council and re-establishing its membership; and

WHEREAS, Chapter 2, Article II, Division 11 of the City Code establishes the “Youth Council” and sets forth the membership composition, qualifications, powers and duties and guidelines under which the Youth Council shall operate; and

WHEREAS, City staff has reviewed the current Youth Council Ordinance and determined that in order to have a more cohesive youth program and facilitate participation in the Youth Council, it is necessary to make some revisions to the current Ordinance; and

WHEREAS, staff recommends the City Commission adopt this Ordinance amending Article II, Division 11 of Chapter 2 to update the membership composition and qualifications requirements to obtain more participation in the Youth Council.

NOW THEREFORE, BE IT ORDAINED BY THE CITY COMMISSION OF THE CITY OF DEERFIELD BEACH, AS FOLLOWS:

Section 1. The above “WHEREAS” clauses are true and correct and are made a part of this Ordinance.

Section 2. Chapter 2 “Administration”, Article II “Boards, Committees, Commissions”, Division 11 “Youth Council” of the City Code of Ordinances is hereby amended to read as follows:¹

Chapter 2 ADMINISTRATION

ARTICLE II. BOARDS, COMMITTEES, COMMISSIONS

DIVISION 11. – YOUTH COUNCIL.

¹ Additions to existing City Code text are shown in underline. Deletions to existing City Code text are shown in ~~striketrough~~.

Sec. 2-181. – Established; members; term of office; compensation.

There is hereby created, in accordance with section 3.12(1) of the Charter, the Deerfield Beach Youth Council. This Council shall consist of eight ~~11~~ members. The members shall serve without compensation. Members shall serve terms which end on May 15 of the year that the term of the appointing Commissioner or appointing ~~m~~Mayor expires, or when a Council member graduates high school; provided that if the appointing Commissioner/~~m~~Mayor leaves office prior to the end of his/her term, the term of his/her appointee shall terminate on the date the person appointed or elected to fill the vacancy exercises his/her right to appoint a member to the Council.

Sec. 2-183. – Membership.

(a) In order to qualify as a member of the Youth ~~youth~~ Council ~~council~~, the following is required:

- (1) All members of the Council shall either reside within the City of Deerfield Beach or attend a school within the City of Deerfield Beach.
- (2) All members of the Council shall be 10th, 11th or 12th grade students.
- (3) All members of the Council shall have at least a 2.5 GPA.

(b) A member may be removed by a majority vote of the City Commission without cause.

Section 3. All Sections or parts of Sections of the Code of Ordinances, all ordinances or parts of ordinances, and all Resolutions, or parts of Resolutions, in conflict with this Ordinance are repealed to the extent of such conflict.

Section 4. The provisions of this Ordinance are declared to be severable, and, if any section, sentence, clause and/or phrase of this Ordinance is, for any reason, held to be invalid or unconstitutional, such decision shall not affect the validity of the remaining sections, sentences, clauses, and phrases of this Ordinance, which shall remain in effect, it being the legislative intent that this Ordinance shall stand despite the invalidity of any part.

Section 5. It is the intention of the City Commission and it is hereby ordained that the provisions of this Ordinance shall become and be made a part of the City Code of the City of Deerfield Beach, and that the sections of this Ordinance may be renumbered to accomplish such intent.

Section 6. This Ordinance shall take effect immediately upon adoption on second reading.

PASSED 1ST READING ON THIS ____ DAY OF _____, 2023.

PASSED 2ND READING ON THIS ____ DAY OF _____, 2023.

BILL GANZ, MAYOR

ATTEST:

HEATHER MONTEMAYOR, CITY CLERK